Canada

Sliammon First Nation

Agreement in Principle

BRITISH COLUMBIA

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Canada

Sliammon

BRITISH
COLUMBIA

105-01362/

SLIAMMON AGREEMENT-IN-PRINCIPLE RECOMMENDATION LETTER

Consistent with Paragraph 1 of the Approval of the Agreement-in-Principle Chapter, we are writing to confirm that negotiations have reached a point where we are prepared to bring this Agreement-in-Principle, in its entirety and dated for reference June 6, 2003, to our principals for approval. As set out in Paragraph 2 of the General Provisions Chapter, the Agreement-in-Principle will form the basis of Final Agreement and Governance Agreement negotiations. The Parties are committed to carrying out their approval processes in a timely fashion.

Sliammon will have approved the Agreement-in-Principle when it is signed by the Chief of the Sliammon Indian Band or another authorized Sliammon representative after a community approval process.

British Columbia's approval will be determined by the provincial Cabinet.

Canada's approval will be determined by the federal Cabinet.

Signed this 6th day of June, 2003 in Vancouver, British Columbia.

Joe Gallagher,
Chief Negotiator, Sliammon

Witness: Roy Francis

Trevor Proverbs
Chief Negotiator, British Columbia

Witness: Richard Inglis

Tom Molloy
Chief Federal Negotiator, Canada

Witness: Deborah Wilson

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF CANADA,** by the Honourable Robert D. Nault, Minister of Indian Affairs and Northern Development

Witness:
Tom Molloy, Chief Negotiator, Canada

HONOURABLE ROBERT D. NAULT

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,** by the Honourable Geoff Plant, Attorney General and Minister Responsible for Treaty Negotiations

Witness: Lorne Brownsey
Lorne Brownsey, Deputy Minister, British Columbia

P. Geoffrey Plant
HONOURABLE GEOFF PLANT

SIGNED on behalf of the **SLIAMMON** by Chief Councillor L. Maynard Harry

Witness: Rose Louie
Rose Louie (Th'lha:)

Chief
CHIEF COUNCILLOR L. MAYNARD HARRY

Witness:
Cilas Richard Williams

SIGNED the 6th day of December 2003, at Sliammon , British Columbia

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PREAMBLE

WHEREAS Sliammon are aboriginal people of Canada;

WHEREAS section 35 of the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada and the courts have stated that aboriginal rights include aboriginal title;

WHEREAS the courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;

WHEREAS the Parties intend to negotiate a Final Agreement and a Governance Agreement to provide a basis for this reconciliation and to provide a basis for a new relationship;

WHEREAS the negotiations of this Agreement have been conducted in an atmosphere of mutual respect and openness;

WHEREAS the Parties have negotiated this Agreement under the British Columbia treaty process;

WHEREAS the Parties desire certainty in respect of Sliammon ownership and use of lands and resources, Sliammon law-making authority and the relationship of Federal Laws, Provincial Laws and Sliammon Laws;

WHEREAS the Parties intend that the Final Agreement will achieve certainty by agreeing to the continuation of rights as expressed in the Final Agreement, rather than by extinguishment of rights;

WHEREAS Sliammon are Coast Salish people who speak the Sliammon language and who assert that their heritage, history and culture, including their language and religion, are tied to the lands and waters surrounding the northern Gulf of Georgia as stated in their Statement of Intent submitted to the British Columbia Treaty Commission;

WHEREAS it is an important objective of Sliammon to preserve, protect, and enhance Sliammon heritage, language and culture;

WHEREAS Sliammon asserts that it has an inherent right to self-government, and the Government of Canada will negotiate self-government in the Final Agreement and the Governance Agreement based on its policy that the inherent right to self-government is an existing aboriginal right within section 35 of the *Constitution Act, 1982*;

WHEREAS the Parties intend that the Final Agreement will provide for Sliammon Government and will set out certain authorities exercisable by Sliammon Government;

WHEREAS the Parties wish to provide for other authorities exercisable by Sliammon Government, but which authorities will not be contained in the Final Agreement and which will not be part of a treaty or a land claims agreement for purposes of section 35 of the *Constitution Act, 1982*;

WHEREAS this Agreement sets out the principles agreed to by the Parties as the basis for negotiating a Final Agreement and a Governance Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 - DEFINITIONS

"Aboriginal Land Right" means any aboriginal right, including aboriginal title, that relates to or affects lands, waters, wildlife, fish or other natural resources.

"Aboriginal Self-Government Land Right" means any aboriginal right to self-government that relates to or affects lands, waters, wildlife, fish or other natural resources.

"Agreement" means this Agreement-in-Principle.

"Allocation" means

a) in respect of a right to harvest Fish and Aquatic Plants:

i) a defined harvest quantity or quota;

ii) a formula defining a harvest quantity or quota; or

iii) a defined harvest area, within the Sliammon Domestic Fishing Area, and

b) in respect of a right to harvest Wildlife or Migratory Birds:

i) a defined harvest quantity or quota; or

ii) a formula defining a harvest quantity or quota,

set out in the Final Agreement or in a Sliammon Harvest Agreement, as applicable.

"Annual Wildlife Harvest Plan" means the Annual Wildlife Harvest Plan described in the Wildlife and Migratory Birds Chapter.

"Aquatic Plants" includes all benthic and detached algae, brown algae, red algae, green algae, golden algae and phytoplankton, and all marine and freshwater flowering plants, ferns and mosses, growing in water or in soils that are saturated during most of the growing season.

"Available Flow" means the volume of flow of water above that required:

a) to ensure conservation of Fish, and stream habitats and to continue navigability as determined by the Minister in accordance with Federal and Provincial Laws and policies and in accordance with the provisions of the Final Agreement; and

b) under water reservations and water licences existing as of the date of this Agreement, and water licences applied for prior to the date of this Agreement.

"Available Terminal Harvest" for an area, in respect of a stock or species of Fish, means the number, established by the Minister, of the stock or species as being available for harvest in the area. In establishing an Available Terminal Harvest, the Minister may use both in-season estimates and post-season catch data.

"Capital Transfer" means an amount paid by Canada or British Columbia to Sliammon under the Capital Transfer and Negotiation Loan Repayment Chapter.

"Conflict" means where compliance with one law or requirement would result in a breach of another law or requirement.

"Consult" and **"Consultation"** mean provision to a party of:

a) notice of a matter to be decided, in sufficient detail to permit the party to prepare its views on the matter;

b) in Consultations between the Parties to the Final Agreement, if requested by a Party, sufficient information in respect of the matter to permit the Party to prepare its views on the matter;

c) a reasonable period of time to permit the party to prepare its views on the matter;

d) an opportunity for the party to present its views on the matter; and

e) a full and fair consideration of any views on the matter so presented by the party.

"Crown" means Her Majesty the Queen in right of Canada or Her Majesty the Queen in right of British Columbia, as the case may be.

"Crown Corridors" means the lands set out in Appendix F.

"Dimension Stone" means a rock or stone product that is cut or split on two or more sides, and includes, without limitation, tiles, facing stone, crushed rock that is reconstituted into building stone, headstones, monuments, statues, ornamental furnishings and other similar components, but does not include crushed, cut or split rock that is used for construction purposes.

"Domestic Purposes" means food, social and ceremonial purposes.

"Effective Date" means the date upon which the Final Agreement and the Governance Agreement take effect.

"Enhancement Initiative" means an initiative that is intended to result in an increase in fish stocks through:

a) an artificial improvement to fish habitat; or

b) the application of fish culture technology.

"Federal and Provincial Law" means Federal Law and Provincial Law.

"Federal or Provincial Law" means Federal Law or Provincial Law.

"Federal Law" means federal statutes, regulations, ordinances, Orders-in-Council, and the common law.

"Final Agreement" means the final agreement among Sliammon, Canada and British Columbia which will be negotiated based on this Agreement.

"First Nation Funding Agreement" means any agreement respecting loan funding allocated to Sliammon Indian Band by the British Columbia Treaty Commission or by British Columbia Treaty Commissioners.

"Fish" means

a) fish;

b) shellfish, crustaceans and marine animals;

c) the parts of fish, shellfish, crustaceans, and marine animals; and

d) the eggs, sperm, spawn larvae, spat, juvenile stages and adult stages of fish, shellfish, crustaceans and marine animals.

"Foreshore" means land between the high and low water mark.

"Forest Resources" means all Timber Resources and Non-timber Resources, including all biota, but does not include Wildlife, Migratory Birds, water, Fish or Aquatic Plants.

"Fossils" means remains, traces or imprints of animals or plants that have been preserved in rocks, and includes bones, shells, casts and tracks.

"Geothermal Resources" means the natural heat of the earth and all substances that derive thermal energy from it, including steam, water and water vapour heated by the natural heat of the earth and all substances dissolved in the steam, water and water vapour, but does not include:

a) water that has a temperature less than 80°C at the point where it reaches the surface; or

b) hydrocarbons.

"Governance Agreement" means the governance agreement among Sliammon, Canada and British Columbia which will be negotiated based on this Agreement.

"Gravel" means gravel, rock, random borrow materials and sand.

"Heritage Site" means a heritage site as defined by federal or provincial legislation, and includes archaeological, burial, historical, and sacred sites.

"Income Tax Act" means the *Income Tax Act*, S.C. 1985 (5th Supp.), c. 1.

"Income Tax Act (British Columbia)" means the *Income Tax Act,* R.S.B.C. 1996, c. 215.

"Indian" means a person who pursuant to the *Indian Act* is registered as an Indian or is entitled to be registered as an Indian.

"Intellectual Property" includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any rights relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights.

"Intertidal Bivalves" means Manila clams, littleneck clams, butter clams, horse clams, softshell clams, varnish clams, blue mussels, California mussels, cockles and oysters.

"Law" includes federal, provincial and Sliammon legislation, Acts, ordinances, regulations, Orders-in-Council, by-laws, and the common law, but does not include Sliammon customs or traditional laws.

"Management Area" means a management area as defined in the *Pacific Fishery Management Area Regulations* (Canada).

"Migratory Birds" means migratory birds as defined under federal legislation enacted further to international conventions that are binding on British Columbia and, for greater certainty, includes the eggs of those birds.

"Mineral" means an ore of metal, or natural substance that can be mined and includes:

a) rock and other materials from mine tailings, dumps, and previously mined deposits of minerals; and

b) Dimension Stone.

"Minister" means the federal or provincial Minister having responsibility, from time to time, for the exercise of powers in relation to the matter in question, and any person with authority to act in respect of the matter in question.

"Mixed Stock Fisheries" means fisheries that are not terminal fisheries and are comprised of a mix of stocks that originate from a variety of areas.

"Municipality" means

a) a municipality incorporated under the *Local Government Act* or any other Act; or

b) if the context requires, the geographic boundaries of a municipality referred to in sub-paragraph a,

but does not include the City of Vancouver, a regional district or an improvement district.

"Natural gas" means all fluid hydrocarbons that are not defined as Petroleum, and includes coalbed gas and hydrogen sulphide, carbon dioxide and helium produced from a well.

"Non-timber Resources" means all Forest Resources other than Timber Resources.

"Other Sliammon Lands" means the lands set out in Appendix D.

"Parties" means Sliammon, Canada and British Columbia.

"Petroleum" means crude petroleum and all other hydrocarbons, regardless of specific gravity, that are or can be recovered in liquid form from a pool or that are or can be recovered from oil sand or oil shale.

"Placer Mineral" means an ore of metal and every natural substance that can be mined and that is either loose, or found in fragmentary or broken rock that is not talus rock and occurs in loose earth, gravel and sand, and includes rock or other materials from placer mine tailings, dumps and previously mined deposits of placer minerals.

"Plant Gathering Area" means the area set out in Appendix J.

"Plants" does not include Timber Resources except for the bark, branches, and roots of

Timber Resources, but does include berries, herbs, mosses, ferns and, subject to Federal and Provincial Laws, plants used for traditional medicinal purposes.

"Provincial Law" includes provincial statutes, regulations, ordinances, Orders-in-Council, and the common law.

"Provincial Road" means a road existing on the Effective Date located on a Crown Corridor under the administration and control of British Columbia as set out in Appendix F.

"Public Planning Process" means a public planning process established by British Columbia to develop:

a) regional land or resource use management plans or guidelines, including Land and Resource Management Plans, Landscape Unit Plans under the Forest Practices Code, and Integrated Watershed plans; and

b) public plans or guidelines for specific sectors such as commercial recreation and aquaculture, but not operational plans that give specific direction to government staff.

"Public Utility" has the meaning as set out in the *Utilities Commission Act, R.S.B.C. 1996, c. 473* and includes British Columbia Hydro and Power Authority, Telus Corporation and a water, sewage, or petroleum distribution utility.

"Sliammon" means the collectivity of Sliammon People.

"Sliammon Annual Fish Plan" means a plan described in the Fisheries Chapter, as modified or adjusted in season.

"Sliammon Capital" means Sliammon Lands, Other Sliammon Lands, the Capital Transfer and the other assets transferred to Sliammon under the Final Agreement.

"Sliammon Constitution" means the constitution of Sliammon provided for in the Governance Chapter.

"Sliammon Domestic Fishing Area" means the area set out in Appendix G.

"Sliammon Fish Licence" means any licence, permit, or document, or amendment thereto, issued by the Minister under Federal or Provincial Law in respect of the Sliammon Fishing Right.

"Sliammon Fishing Right" means a right to harvest Fish and Aquatic Plants for Domestic Purposes under the Final Agreement.

"Sliammon Indian Reserves" means the lands set out in Appendix A that were reserves, as defined in the *Indian Act*, for the Sliammon Indian Band on the day before the Effective Date.

"Sliammon Lands" means the lands identified in paragraph 1 of the Lands Chapter and set out in Appendices A-1, A-2a, A-2b and A-3.

"Sliammon Law" means a law made pursuant to Sliammon law-making authority set out in the Final Agreement or the Governance Agreement and includes the Sliammon Constitution.

"Sliammon Member" means an individual who is enrolled under the Final Agreement in accordance with the Eligibility and Enrolment Chapter.

"Sliammon People" means those individuals who are eligible to be enrolled under the Final Agreement in accordance with the Eligibility and Enrolment Chapter.

"Sliammon Private Lands" means Sliammon Lands that are designated as Sliammon Private Lands by Sliammon Government.

"Sliammon Public Institution" means a Sliammon Government body, board or commission established under Sliammon Law, such as a school board or health board.

"Sliammon Right to Harvest Migratory Birds" means the right to harvest Migratory Birds for Domestic Purposes under the Final Agreement.

"Sliammon Right to Harvest Wildlife" means the right to harvest Wildlife for Domestic Purposes under the Final Agreement.

"Sliammon Right to Harvest Wildlife and Migratory Birds" means the Sliammon Right to Harvest Wildlife and the Sliammon Right to Harvest Migratory Birds.

"Sliammon Road" means any road on Sliammon Lands under the administration and control of Sliammon.

"Stewardship Activities" means activities conducted for the assessment, monitoring, protection and management of Fish and Fish habitat.

"Strategic Land Use Planning Area" means the area for Public Planning Processes set out in Appendix K.

"Submerged Lands" means lands below the natural boundary as defined in the *Land Act*, R.S.B.C. 1996, c. 245.

"Subsurface Resources" include the following:

a) earth, including diatomaceous earth, soil, peat, marl, sand and Gravel;

b) slate, shale, argillite, limestone, marble, clay, gypsum, volcanic ash, rock, riprap and stone products;

c) Minerals, including Placer Minerals;

d) coal, Petroleum and Natural Gas;

e) Fossils; and

f) Geothermal Resources.

"Timber Resources" means trees, whether living, standing, dead, fallen, limbed, bucked, or peeled.

"Total Canadian Catch" and "TCC", in respect of a stock or species of Fish, means the number, established by the Minister, of the stock or species, as having been caught in Canadian waters by aboriginal, commercial, recreational and other fisheries excluding test fisheries and those for hatchery purposes.

"Trade and Barter" does not include sale.

"Treaty Related Measure" means an agreement among the Parties in support of treaty negotiations.

"Wildlife" means

a) all vertebrate and invertebrate animals, including mammals, birds, reptiles, and amphibians; and

b) the eggs, juvenile stages, and adult stages of all vertebrate and invertebrate animals,

but does not include Fish or Migratory Birds.

"Wildlife and Migratory Birds Harvest Area" means the area set out in Appendix I.

CHAPTER 2 - GENERAL PROVISIONS

Nature of the Agreement-in-Principle

1. The Parties acknowledge and agree that the Agreement-in-Principle and for greater certainty any of its provisions are not legally binding on any of the Parties and are without prejudice to the respective legal positions of the Parties prior to the Effective Date. Neither the Agreement-in-Principle nor any related communications over the course of these negotiations will be used against any of the Parties in any court proceeding or any other forum or be construed as creating, abrogating, negating, denying, recognizing, defining, or amending any rights or obligations of any of the Parties except as expressly provided for in the Final Agreement or the Governance Agreement and only upon the Effective Date.

2. Based upon this Agreement-in-Principle, the Parties will begin as soon as practicable to negotiate the Final Agreement and the Governance Agreement.

Nature of the Final Agreement and the Governance Agreement

3. The Final Agreement will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982.*

4. The Governance Agreement will not be part of the Final Agreement and will not be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982.*

5. The Governance Agreement will not recognize, confirm, deny, abrogate, or derogate from Sliammon aboriginal rights which rights are not modified into rights in the Final Agreement.

6. Canada and British Columbia will recommend to Parliament and the Legislative Assembly, respectively, legislation to bring into effect the Final Agreement and the Governance Agreement.

7. The Final Agreement and the Governance Agreement, once ratified by the Parties, will be legally binding on the Parties and on all persons, and can be relied on by the Parties and all persons.

Assurances

8. Sliammon will provide assurances that it represents all Sliammon People who may have aboriginal rights and title as Sliammon.

9. Canada, British Columbia and Sliammon will each provide assurances that they have the authority to enter into the Final Agreement and the Governance Agreement.

Constitution of Canada

10. Neither the Final Agreement nor the Governance Agreement will alter the Constitution of Canada, including:

    a) the distribution of powers between Canada and British Columbia;

    b) the identity of Sliammon as aboriginal people of Canada within the meaning of the *Constitution Act, 1982;* and

    c) sections 25 and 35 of the *Constitution Act, 1982.*

11. The *Canadian Charter of Rights and Freedoms* will apply to Sliammon Government in respect of all matters within its authority.

12. The Final Agreement and the Governance Agreement will provide for the application and operation of Federal and Provincial Laws in respect of human rights.

13. Prior to concluding the Final Agreement and the Governance Agreement, the Parties will address specific issues that arise from the application of Federal and Provincial Laws in respect of human rights.

Character of Lands

14. After the Effective Date, there will be no lands reserved for the Indians within the meaning of the *Constitution Act, 1867* for Sliammon and there will be no reserves as defined in the *Indian Act* for Sliammon.

Application of Federal and Provincial Laws

15. Federal and Provincial Laws will apply to Sliammon, Sliammon Government, Sliammon Public Institutions, Sliammon Members, Sliammon Lands and Other Sliammon Lands.

16. Federal and Provincial Laws will apply concurrently with Sliammon Laws.

17. Any licence, permit or other authorization to be issued by Canada or British Columbia under the Final Agreement will be issued under Federal or Provincial Laws and will not be part of the Final Agreement, but the Final Agreement will prevail to the extent of any Conflict with the licence, permit or other authorization.

Relationship of Laws

18. Notwithstanding any other rule of priority in the Final Agreement or the Governance Agreement, Federal and Provincial Laws will prevail over Sliammon Laws to the extent of any Conflict involving a provision of a Sliammon Law that:

    a) has a double aspect on, or an incidental impact on, any area of federal or provincial legislative jurisdiction for which Sliammon does not have any law-making authority set out in the Final Agreement or the Governance Agreement; or

    b) has a double aspect on, or an incidental impact on, any other Sliammon law-making authority set out in the Final Agreement or the Governance Agreement for which Federal and Provincial Laws prevail.

19. Federal Laws in relation to peace, order and good government, criminal law, human rights, and the protection of the health and safety of all Canadians, or other matters of overriding national importance, will prevail in the event of a Conflict with Sliammon Laws made under the Final Agreement or the Governance Agreement, to the extent of any Conflict.

20. The Final Agreement and the Governance Agreement will prevail to the extent of any Conflict with a Federal or Provincial Law.

21. Canada will recommend to Parliament that federal settlement legislation include a provision that, to the extent that a law of British Columbia does not apply of its own force to Sliammon, Sliammon Government, Sliammon Lands, Sliammon Public Institutions or Sliammon Members, that law of British Columbia will, subject to the federal settlement legislation and any other Act of Parliament, apply in accordance with the Final Agreement and the Governance Agreement to Sliammon, Sliammon Government, Sliammon Lands, Sliammon Public Institutions and Sliammon Members, as the case may be.

22. Sliammon Laws will not apply to Canada or British Columbia.

23. Any Sliammon Law that is inconsistent or in Conflict with the Final Agreement or the Governance Agreement will be of no force or effect to the extent of the inconsistency or Conflict.

24. Nothing in the Final Agreement or the Governance Agreement will be construed as authorizing Sliammon Government to make laws or take any actions that are inconsistent with any of Canada's international legal obligations.

25. For greater certainty, the authority of Sliammon Government to make laws in respect of a subject matter, as set out in the Final Agreement or the Governance Agreement, will include the authority to make laws and do other things as may be

necessarily incidental to exercising its authority.

26. The Final Agreement and the Governance Agreement will confirm that federal legislation enacted to bring into effect the Final Agreement and the Governance Agreement will prevail over other Federal Laws to the extent of any Conflict, and provincial legislation enacted to bring into effect the Final Agreement and the Governance Agreement will prevail over other Provincial Laws to the extent of any Conflict.

Application of the *Indian Act*

27. The *Indian Act* will not apply to Sliammon, Sliammon Government, and Sliammon Members, except as set out in the *Indian Act* Transition Chapter.

Other Rights, Benefits and Programs

28. Neither the Final Agreement nor the Governance Agreement will affect the ability of Sliammon Members who are Canadian citizens to enjoy rights and benefits for which they would otherwise be eligible as Canadian citizens.

29. Nothing in the Final Agreement or the Governance Agreement will affect the ability of Sliammon, Sliammon Government, Sliammon Public Institutions, or Sliammon Members to participate in, or benefit from, federal or provincial programs for aboriginal people, registered Indians or other Indians, in accordance with general criteria established for those programs from time to time.

30. Sliammon Members will be eligible to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or services from time to time, to the extent that Sliammon has not assumed responsibility for those programs or public services under a Sliammon fiscal agreement.

Court Decisions

31. If a superior court of a province, the Federal Court of Canada, or the Supreme Court of Canada finally determines any provision of the Final Agreement or the Governance Agreement to be invalid or unenforceable:

    a) the Parties will make best efforts to amend the Final Agreement or the Governance Agreement to remedy or replace the provision; and

    b) the provision will be severable from the Final Agreement or the Governance Agreement to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement or the Governance Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.

32. No Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement or the Governance Agreement.

33. A breach of the Final Agreement or the Governance Agreement by a Party will not relieve any Party from its obligations under the Final Agreement or the Governance Agreement.

Certainty

34. The Final Agreement will be the full and final settlement of any:

    a) Aboriginal Land Right;

    b) Aboriginal Self-Government Land Right relating to a matter set out in the Final Agreement;

    c) other aboriginal right relating to a matter set out in the Final Agreement; and

    d) right added to the Final Agreement as part of the orderly process described in paragraph 44,

    that Sliammon may have.

35. There is an outstanding issue among the Parties as to full and final settlement of Aboriginal Self-Government Land Rights not relating to matters set out in the Final Agreement, which the Parties will resolve in the Final Agreement.

36. For greater certainty, the Final Agreement will provide that the rights and authorities set out in the Governance Agreement are not rights modified in the Final Agreement.

37. The Final Agreement will comprehensively set out Sliammon's section 35 land rights, section 35 self-government land rights relating to matters set out in the Final Agreement, and other section 35 rights relating to matters set out in the Final Agreement.

38. The Final Agreement will modify any:

    a) Aboriginal Land Right;

b) Aboriginal Self-Government Land Right relating to a matter set out in the Final Agreement; and

c) other aboriginal right relating to a matter set out in the Final Agreement,

that Sliammon may have, into the rights set out in the Final Agreement.

39. Sliammon will release Canada and British Columbia from all claims in relation to past infringements of any aboriginal rights of Sliammon, which infringement occurred before the Effective Date.

40. Canada and Sliammon acknowledge that claims filed by Sliammon prior to the Final Agreement, pursuant to Canada's Specific Claims policy, will be addressed prior to the Final Agreement.

41. Sliammon will indemnify Canada and British Columbia in respect of claims for past infringements of aboriginal rights, including aboriginal title, of Sliammon. Any indemnities will exclude fees and disbursements of lawyers and other professional advisors.

42. Sliammon will indemnify Canada and British Columbia in respect of claims regarding the existence of any aboriginal rights, including aboriginal title, of Sliammon that are different in attribute or geographic extent from the section 35 rights contained in the Final Agreement. Any indemnities will exclude fees and disbursements of lawyers and other professional advisors.

43. The Governance Agreement will set out the agreement of Sliammon not to assert or exercise any rights other than as set out in the Governance Agreement, for as long as the agreement is in force. This is not intended to affect the exercise of rights under the Final Agreement.

44. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on a process concerning rights that Sliammon wishes to exercise that are not rights addressed in the Governance Agreement or modified into a right set out in the Final Agreement.

45. Between Agreement-in-Principle and Final Agreement, the Parties will work together to identify an acceptable back-up legal technique in support of the modification technique to achieve the certainty which the Parties seek.

Other Aboriginal People

46. Neither the Final Agreement nor the Governance Agreement will affect, recognize or provide any aboriginal or treaty rights for any aboriginal people other than Sliammon.

47. If a court determines that a provision of the Final Agreement or the Governance Agreement adversely affects aboriginal or treaty rights of another aboriginal people, that provision will not operate to the extent of the adverse effect and the Parties will make best efforts to remedy or replace the provision.

48. The Final Agreement will set out provisions for negotiating appropriate remedies where Sliammon treaty rights are adversely affected by a future treaty with another aboriginal people.

Amendment Provisions

49. The Parties agree that the Final Agreement and the Governance Agreement will only be amended with the agreement of the Parties.

50. Any one or more of the Parties may propose an amendment to the Final Agreement or the Governance Agreement.

51. In the event of a proposal pursuant to paragraph 50, the Parties agree that, before they proceed with amending the Final Agreement or the Governance Agreement, they may attempt to find other means of satisfying the interests of the Party proposing the amendment.

52. The process for ratifying amendments to the Final Agreement and the Governance Agreement, after the Effective Date, will be set out in the Final Agreement and the Governance Agreement respectively.

53. The Parties agree to take the necessary steps to implement amended provisions of the Final Agreement or the Governance Agreement as soon as possible after the amendment has been ratified by all of the Parties.

Interpretation

54. The General Provisions Chapters of the Final Agreement and the Governance Agreement will prevail over other Chapters of the Final Agreement and the Governance Agreement respectively to the extent of any Conflict or inconsistency.

55. The terms of the Final Agreement and the Governance Agreement will not be presumed to be interpreted in favour of any Party.

56. In the Final Agreement and the Governance Agreement:

    a) a reference to a statute will include every amendment to it, every regulation made under it, and any law enacted in substitution for or in replacement of it;

b) a reference to "Canada's international legal obligations" will include those which are in effect on or after the Effective Date; and

c) unless it is otherwise clear from the context, the use of the singular will include the plural, and the use of the plural will include the singular.

57. For greater certainty, the Parties acknowledge that the *Official Languages Act* will apply to the Final Agreement and the Governance Agreement, including the execution of the Final Agreement and the Governance Agreement.

58. The Final Agreement and the Governance Agreement will set out other provisions concerning interpretation of the Final Agreement and the Governance Agreement respectively.

Consultation

59. Where Canada and British Columbia have Consulted with Sliammon under the Final Agreement, and consulted in accordance with federal or provincial legislation, Canada and British Columbia will have no additional Consultation obligations.

Information and Privacy

60. The Final Agreement and the Governance Agreement will set out arrangements among the Parties relating to privacy and access to information requirements of the Parties.

CHAPTER 3 - LANDS

Sliammon Lands

1. On the Effective Date, Sliammon Lands will consist of:

   a) approximately 1,907 hectares of existing Sliammon Indian Reserves; and

   b) approximately 5121 hectares of Crown land,

   as depicted in Appendices A-1, A-2a and 2-b and described in Appendix A-3, including Subsurface Resources referred to in paragraph 6, but not including Submerged Lands, Provincial Roads, Crown Corridors and those existing lands held in fee simple as described in Appendix A-3.

2. Between Agreement-in-Principle and Final Agreement, the Parties will negotiate up to an additional 879 hectares to be added to Sliammon Lands in paragraph 1(b).

3. On the Effective Date, Sliammon will own Sliammon Lands in fee simple, and subject to paragraph 4, Sliammon fee simple ownership of Sliammon Lands will not be subject to any condition, proviso, restriction, exception, or reservation set out in the *Land Act*, or any comparable limitation under Federal or Provincial Law.

4. Sliammon fee simple ownership of Sliammon Lands will be subject to the Agricultural Land Reserve designation in respect of lands referred to in paragraph 1(b), and the continuation of interests existing on the Effective Date as set out in Appendix B. Appendix B will be updated by the Parties prior to the Final Agreement and prior to the Effective Date to reflect any additions, deletions or amendments.

5. The Final Agreement will reflect any changes to the Agricultural Land Reserve designation in respect of lands referred to in paragraph 1(b), which may occur prior to the Final Agreement.

6. Sliammon will own Subsurface Resources under Sliammon Lands, subject to the mineral claims set out in Appendix B and those mineral claims will continue to be administered under Provincial Law.

7. In accordance with the Final Agreement, the Sliammon Constitution and any Sliammon Law, Sliammon may transfer interests in Sliammon Lands without the consent of Canada or British Columbia.

8. The Final Agreement will contain provisions concerning the status of Sliammon Lands which are sold.

9. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law doctrine of prescription and the doctrine of the lost modern grant, are abolished in respect of Sliammon Lands.

10. If, at any time, any parcel of Sliammon Lands, or any estate or interest in a parcel of Sliammon Lands, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to Sliammon.

11. The aquaculture tenures set out in Appendix C will continue after the Effective Date as provincial tenures in accordance with Provincial Law, policy and procedures.

12. Upland tenures associated with those aquaculture tenures will remain Crown land, except in the circumstances set out in paragraph 13.

13. If an aquaculture tenure referred to in paragraph 11 ceases to exist, or is acquired by Sliammon, the Crown land that is covered by the associated upland tenure will become Sliammon Lands.

14. Sliammon will grant to the holders of aquaculture tenures set out in Appendix C, tenures that will allow the holders to use an area of Sliammon Lands adjacent to their respective aquaculture tenures for purposes of anchoring their aquaculture infrastructure for as long as those aquaculture tenures continue. The form of those tenures will be set out in the Final Agreement.

15. The boundaries of Sliammon Lands will be surveyed at no cost to Sliammon. Canada and British Columbia will, as agreed between them, pay the cost of surveys of the boundaries of Sliammon Lands.

16. The Final Agreement will set out the process under which Sliammon Lands or parcels of Sliammon Lands may be registered under the provincial land title system or may be registered in a Sliammon registry system.

17. Sliammon will have law-making authority over Sliammon Lands. The Parties will negotiate the nature and scope of that law-making authority.

Submerged Lands

18. British Columbia will own Submerged Lands within Sliammon Lands.

19. British Columbia will Consult with Sliammon in respect of any proposal to dispose of or develop Sliammon Lake, Little Sliammon Lake or Submerged Lands within Sliammon Lands.

20. British Columbia will obtain the consent of Sliammon in respect of certain long-term dispositions and certain long-term authorized uses or occupations of Submerged Lands within Sliammon Lands as set out in the Final Agreement and Sliammon may not unreasonably withhold its consent.

21. Paragraphs 19 and 20 do not affect the riparian rights of the upland owners of Sliammon Lands adjacent to Submerged Lands.

22. British Columbia will not dispose of or authorize any use or occupation of Submerged Lands on Harwood Island or the Foreshore around Harwood Island without the consent of Sliammon, which consent will not be unreasonably withheld.

23. Paragraph 22 does not apply to temporary recreational use or temporary occupation of the Foreshore around Harwood Island.

24. In approving any disposition of an interest in, or approving any tenure on, Sliammon Lake, British Columbia will take into account, among other things, that Sliammon Lake is the major source of water for the Sliammon community.

Additions to Sliammon Lands

25. With the agreement of, and at no cost to, Canada and British Columbia, Sliammon may add parcels of land to Sliammon Lands which are:

    a) in areas free from overlap with another First Nation unless that First Nation consents;

    b) outside of municipal boundaries unless the municipality consents; and

    c) owned in fee simple by Sliammon.

26. When making a decision pursuant to paragraph 25, the Parties will take into account, among other factors, whether the land is contiguous to existing Sliammon Lands.

27. The Final Agreement will include provisions in respect of the status of any lands within Sliammon Lands acquired in fee simple by Sliammon.

Other Sliammon Lands

28. On the Effective Date, Sliammon will own Other Sliammon Lands described in Appendix D in fee simple, subject to the interests set out in Appendix D.

29. Sliammon will not own the Subsurface Resources on Other Sliammon Lands.

30. Other Sliammon Lands will not be Sliammon Lands.

Subsurface Resources - Management and Administration

31. Subject to paragraph 6, Sliammon will own Subsurface Resources under Sliammon Lands if, prior to the Effective Date, those resources were owned by the Crown.

32. Subject to paragraphs 33 to 37, as owners of the Subsurface Resources. Sliammon will have exclusive authority to set and receive fees, rents or other charges relating to the development and extraction of Subsurface Resources, except Natural Gas, Petroleum or Geothermal Resources development and extraction, owned by Sliammon under Sliammon Lands.

33. Sliammon will not have authority to set fees, rents and other charges in respect of existing mineral tenures set out in Appendix B.

34. Subject to paragraph 37, Sliammon is entitled to receive fees, rents or other charges in accordance with Provincial Law relating to development and extraction of Subsurface Resources from existing mineral tenures set out in Appendix B. British Columbia will transfer to Sliammon any fees, rents or other charges it receives in accordance with this paragraph.

35. Subject to paragraph 37, as owner of Sliammon Lands and Natural Gas, Petroleum or Geothermal Resources on or under Sliammon Lands, Sliammon is entitled to receive applicable revenues, fees or other charges in accordance with Provincial Law relating to development and extraction of Natural Gas, Petroleum or Geothermal Resources.

36. Prior to the development and extraction of Natural Gas, Petroleum or Geothermal Resources on or under Sliammon Lands, British Columbia and Sliammon will enter into agreements to transfer to Sliammon applicable revenues, fees or other charges in accordance with Provincial Law.

37. Paragraph 32 will not limit British Columbia from collecting fees or other charges for administration of Provincial Laws for the development and extraction of Subsurface Resources from Sliammon Lands.

38. At the request of Sliammon or British Columbia, Sliammon and British Columbia will negotiate and attempt to reach agreement on management and administration by British Columbia of Subsurface Resources owned by Sliammon under Sliammon Lands.

39. Nothing in the Final Agreement will confer jurisdiction on Sliammon to make laws in relation to the exploration for, development, production, use and application of nuclear energy and atomic energy and the production, possession and use, for any purpose, of nuclear substances, prescribed substances, prescribed equipment and prescribed information.

40. For greater certainty, nothing in the Final Agreement will limit or restrict the operation of Federal or Provincial Laws with respect to Subsurface Resources on Sliammon Lands.

41. Subject to paragraph 39, prior to concluding the Final Agreement, the Parties will address specific issues that may arise from the application of Federal and Provincial Laws in respect of Subsurface Resources.

Provincial Expropriation of Sliammon Lands

42. British Columbia acknowledges as a general principle that where it is reasonable to use other means, provincial expropriation of Sliammon Lands will be avoided.

43. Subject to paragraphs 44 to 46, any provincial expropriation of Sliammon Lands will be carried out in accordance with applicable provincial legislation and processes.

44. Any provincial expropriation of Sliammon Lands will be:

    a) of the smallest estate or interest necessary, and for the shortest time required;

    b) by and for the use of a provincial ministry or agent of the provincial Crown; and

    c) with the consent of the Lieutenant Governor in Council.

45. If there is a provincial expropriation of Sliammon Lands under provincial legislation, British Columbia and Sliammon will negotiate and attempt to reach agreement on Crown land as compensation. If there is no agreement, British Columbia will provide Sliammon with other compensation.

46. Land provided by British Columbia to Sliammon as compensation for a provincial expropriation will, at the option of Sliammon at the time of the negotiation of the compensation, become Sliammon Lands provided that land meets the criteria set out in paragraphs 25 and 26.

47. The Final Agreement will include provisions concerning the status of land that Sliammon purchases with cash received as compensation for a provincial expropriation.

48. Provincial expropriation of Sliammon Lands will not exceed 300 hectares in total.

49. The Final Agreement will set out provisions under which British Columbia and Sliammon may negotiate terms that may allow Sliammon to acquire land previously expropriated by British Columbia, if the land is no longer required by British Columbia.

50. The Final Agreement will contain provisions concerning the status of Sliammon Lands that are expropriated by British Columbia.

Federal Expropriation of Sliammon Lands

51. Canada acknowledges as a general principle that federal expropriation of Sliammon Lands will be avoided where reasonably practicable.

52. Notwithstanding paragraph 51, Canada may expropriate Sliammon Lands in accordance with the Final Agreement and Federal Laws.

53. Where Canada expropriates a fee simple estate in Sliammon Lands those lands will no longer be Sliammon Lands.

54. Any estate or interest in a parcel of Sliammon Lands may be expropriated by Canada if the Governor in Council determines in its opinion that:

    a) the expropriation is justifiable and necessary; and

    b) the amount of land is required by Canada.

55. Subject to paragraph 60, any cash compensation in respect of the value of the expropriated estate or interest will be determined in accordance with the federal *Expropriation Act*.

56. At the request of Sliammon, Canada will make reasonable efforts to provide alternative parcels of land as full or partial compensation.

57. Land provided as compensation under paragraph 56 may become Sliammon Lands only with the agreement of Sliammon, British Columbia and Canada, provided that the land meets the criteria set out in paragraphs 25 and 26.

58. If, at a time after the expropriation, Canada is of the opinion that the land is no longer required for a public purpose and the land is suitable to offer for sale, Canada will first offer Sliammon an opportunity to reacquire the expropriated land at fair market value and on an 'as is' basis.

59. A parcel of Sliammon Lands expropriated by Canada and reacquired by Sliammon under paragraph 58 will become Sliammon Lands if:

a) Sliammon requests that the parcel become Sliammon Lands at the time the parcel is reacquired; and

b) any lands that Canada may have provided under paragraph 56 as compensation for the expropriation did not become Sliammon Lands under paragraph 57.

60. Where Canada and Sliammon do not reach agreement regarding compensation, Canada may proceed with the expropriation and the disagreement regarding the amount of compensation will be referred to arbitration under the dispute resolution process in the Dispute Resolution Chapter.

61. Where Canada and Sliammon do not reach agreement regarding the price for Sliammon to reacquire expropriated lands, the disagreement regarding the price for reacquisition will be referred to arbitration under the dispute resolution process in the Dispute Resolution Chapter.

Other

62. The Parties acknowledge that Sliammon has advised that it will bring forward the issue of the status of land in Lund in which Sliammon has an interest, and lands set out in Appendix D, paragraphs 1(b) and 1(c), in Final Agreement negotiations.

Interim Protection Measures

63. As soon as practicable after signing this Agreement, the Parties will negotiate an interim protection measures agreement on proposed Sliammon Lands identified in paragraph 1(b) and negotiated in accordance with paragraph 2 for a term of two years.

CHAPTER 4 - WATER

Water Reservation

1. Subject to there being sufficient Available Flow from any of the following bodies of water, the Parties will negotiate and attempt to reach agreement on a water reservation from that body of water for Sliammon for domestic, industrial and agricultural purposes from:

   a) Sliammon Creek watershed;

   b) other streams wholly or partially within Sliammon Lands; and

   c) Powell Lake.

2. If the Parties reach agreement on a water reservation, British Columbia will establish that water reservation for Sliammon.

3. Any water reservation negotiated for the Sliammon Creek watershed will take into account the volume from existing Sliammon water licences from Sliammon Creek.

4. Any Sliammon water reservation for the Sliammon Creek watershed, negotiated pursuant to paragraph 1, will have priority over all water licences for the Sliammon Creek watershed other than existing water licences and water licences applied for prior to the date of this Agreement.

Water Licences

5. Sliammon may apply to British Columbia for water licences to be applied against the water reservations held by Sliammon.

6. Any water licence issued under paragraph 5 will not be subject to any rentals, fees, or other charges by British Columbia.

7. Water licences held by Sliammon will be subject to Available Flow and provincial regulatory requirements.

8. British Columbia and Sliammon may negotiate the Sliammon role in management and administration of water licences on Sliammon Lands.

9. British Columbia will Consult with Sliammon Government respecting applications for water licences where the applicant may reasonably require access across, or an interest in, Sliammon Lands.

10. The Final Agreement will provide for access on, or an interest in, Sliammon Lands where reasonably required by a water licence holder.

11. The Final Agreement will provide for access on, or an interest in, provincial Crown land where reasonably required under a water licence held by Sliammon.

Other

12. Sliammon may only sell water in accordance with Federal and Provincial Laws that permit the sale of water.

13. The Final Agreement will not alter Federal or Provincial Laws in respect of proprietary interests in water.

14. If, prior to the Final Agreement, British Columbia introduces initiatives to regulate activities related to groundwater, British Columbia and Sliammon will discuss those initiatives.

CHAPTER 5 - FOREST RESOURCES

Forest Resources on Sliammon Lands

1. Sliammon will own Forest Resources on Sliammon Lands.

2. Sliammon, as owner, will have exclusive authority to determine, collect and administer any fees, rents, or other charges relating to the harvesting of Forest Resources on Sliammon Lands.

Forest Practices and Standards on Sliammon Lands

3. Sliammon Government may make laws in respect of the management of Forest Resources on Sliammon Lands.

4. Sliammon will not have law-making authority in relation to timber marking and scaling, manufacture in British Columbia of products from Forest Resources in accordance with Part 10 of the *Forest Act* (British Columbia) on Sliammon Lands, and export of Forest Resources removed from Sliammon Lands.

5. Sliammon may apply to British Columbia to export timber harvested from Sliammon Lands.

6. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the issue of the export of Timber Resources from Sliammon Indian Reserves.

7. Sliammon Laws in respect of Timber Resources under paragraph 3 will provide for forest practices and standards that meet or exceed those established under provincial legislation.

8. Sliammon Laws in respect of Non-timber Resources under paragraph 3 will provide for practices and standards that meet or exceed those established under federal and provincial legislation.

9. In the event of a Conflict between a Federal or Provincial Law and a Sliammon Law made under paragraph 3, the Federal or Provincial Law prevails to the extent of the Conflict.

10. The Final Agreement will set out arrangements between British Columbia and Sliammon for the management and control of forest health on Sliammon Lands and for forest fire protection and suppression on Sliammon Lands.

11. Prior to the Final Agreement, British Columbia and Sliammon will negotiate and attempt to reach agreement on arrangements to be included in the Final Agreement for the continuation of existing forestry research plots, and Sliammon participation in managing those research plots, on Sliammon Lands as set out in Appendix E.

12. The Final Agreement will provide for information sharing in relation to forest activities on Sliammon Lands and on provincial Crown land immediately adjacent to Sliammon Lands.

Transition Provisions on Sliammon Lands

13. The Final Agreement will set out measures for the transition to Sliammon authority and management of Forest Resources on Sliammon Lands, including silviculture obligations and road de-activation.

Sliammon Forest Tenure

14. British Columbia is prepared in principle to direct award to Sliammon outside of treaty a forest tenure of 50,000 cubic metres of annual allowable cut pursuant to provincial legislation. An initial licence will be issued to Sliammon for the approximately 22,000 cubic metres takeback volume.

15. The balance of the 50,000 cubic metres for the Sliammon forest tenure will be added to the licence once the volume has been acquired by the Province.

CHAPTER 6 - ACCESS

Public Access on Sliammon Lands

1. Sliammon will allow reasonable public access on Sliammon Lands for temporary recreational and non-commercial purposes, including reasonable opportunities for the public to hunt and fish on Sliammon Lands, provided that this access does not interfere with uses authorized by Sliammon or the ability of Sliammon to authorize uses or dispose of Sliammon Lands.

2. Reasonable public access does not include the harvesting or extraction of resources owned by Sliammon, or causing damage to Sliammon Lands or resources owned by Sliammon.

3. The Final Agreement will include provisions with respect to access, where reasonably required, to legal interests within, contiguous or in close proximity to Sliammon Lands, identified in the Final Agreement.

4. Subject to paragraphs 1 and 3, Sliammon may designate portions of Sliammon Lands as Sliammon Private Lands.

5. Harwood Island will be Sliammon Private Lands.

6. Subject to paragraphs 1 and 3, Sliammon Government may make laws regulating public access on Sliammon Lands for the:

   a) prevention of harvesting or extracting of resources owned by Sliammon; and

   b) protection of Sliammon cultural sites.

7. In the event of a Conflict between a Federal or Provincial Law and a Sliammon Law made under paragraph 6, the Sliammon Law prevails to the extent of the Conflict.

8. Subject to paragraphs 1 and 3, Sliammon Government may make laws regulating public access on Sliammon Lands for:

   a) purposes of public safety;

   b) prevention of nuisance or damage, including forest fire prevention; and

   c) protection of sensitive habitat.

9. In the event of a Conflict between a Federal or Provincial Law and a Sliammon

Law made under paragraph 8, the Federal or Provincial Law prevails to the extent of the Conflict.

10. Sliammon liability for public access to Sliammon Lands, other than Sliammon Private Lands, will be comparable to the liability of the Crown for public access to unoccupied Crown lands.

Sunshine Coast Trail

11. The Governance Agreement will contain provisions for reasonable public access to those portions of the Sunshine Coast Trail on Sliammon Lands for temporary recreation purposes, provided that this access does not interfere with uses authorized by Sliammon or the ability of Sliammon to authorize uses or dispose of Sliammon Lands.

Navigable Waters

12. Nothing in the Final Agreement will affect the public right of navigation on navigable waters.

Crown Access to Sliammon Lands

13. Employees, agents and other representatives of the Crown, Public Utilities, and peace officers will have access, at no cost, on Sliammon Lands in order to enforce laws, respond to emergencies, deliver programs and services and for other specified purposes as set out in the Final Agreement.

14. The Final Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security on Sliammon Lands, without payment of any fees or other charges to Sliammon except as provided for under Federal Laws.

15. The Final Agreement will set out notice provisions regarding access under paragraphs 13 and 14 to Sliammon Lands.

Sliammon Access to Crown Land

16. Employees, agents and other representatives of Sliammon Government will have access, at no cost, on provincial Crown land to enforce Sliammon Laws, deliver programs and services, and for other specified purposes as set out in the Final Agreement, in accordance with Federal and Provincial Laws.

17. Sliammon Members will have reasonable access on provincial Crown land to allow for the exercise of Sliammon rights set out in the Final Agreement, including use of resources for purposes incidental to the normal use of those rights, provided that this access and incidental use of resources are in accordance with federal and provincial legislation and do not interfere with authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.

CHAPTER 7 - CROWN CORRIDORS AND ROADS

Crown Corridors

1. Crown Corridors, as set out in Appendix F, will not be part of Sliammon Lands and will be owned by British Columbia. The widths of Crown Corridors are set out in Appendix F.

2. British Columbia will Consult with Sliammon regarding new uses or major road construction within Crown Corridors.

Entry on Sliammon Lands Outside Crown Corridors

3. In addition to the provisions of the Access Chapter, British Columbia or any Public Utility, their employees, agents, contractors, or representatives may enter on Sliammon Lands outside Crown Corridors for the purpose of undertaking works, including:

   a) constructing drainage works;

   b) maintaining slope stability; or

   c) removing dangerous trees or other hazards,

   as required for the protection, care, maintenance, or construction of road or Public Utility works.

4. Before commencing any work referred to in paragraph 3, British Columbia will deliver a written work plan describing the effect and extent of the proposed work on Sliammon Lands to Sliammon for approval which will not be unreasonably withheld.

5. If British Columbia and Sliammon do not agree on a work plan submitted by British Columbia within 30 days of receipt by Sliammon, either Party may refer the disagreement to be finally determined by arbitration under the Dispute Resolution Chapter.

6. In undertaking works referred to in paragraph 3, British Columbia will minimize the damage to, and time spent on, Sliammon Lands.

7. British Columbia will pay compensation for any interference with, or damage to, Sliammon Lands resulting from works by, or on behalf of, British Columbia, referred to in paragraph 3. British Columbia or Sliammon may refer a disagreement in respect of compensation to be finally determined by arbitration under the Dispute Resolution Chapter.

8. Notwithstanding any other provision of the Final Agreement, British Columbia may undertake works and take steps on Sliammon Lands that are urgently required in order to protect works constructed on Crown Corridors, or to protect persons or vehicles using Crown Corridors.

9. British Columbia will, as soon as practicable, notify Sliammon in writing that it has undertaken works on Sliammon Lands under paragraph 8.

10. The Final Agreement will include provisions for Public Utility access on Sliammon Lands.

Consultation Regarding Traffic Regulation

11. Upon request of Sliammon, British Columbia will consult with Sliammon with respect to existing regulation of traffic and transportation on a Crown Corridor that is adjacent to a settled area on Sliammon Lands.

Access and Safety Regulation

12. British Columbia will retain the authority to regulate all matters relating to:

    a) the location and design of intersecting roads giving access to Crown Corridors from Sliammon Lands, including:

        i) regulating or requiring signs, signals, or other traffic control devices on Crown Corridors,

        ii) regulating or requiring merging lanes, on ramps and off ramps, or

        iii) requiring contributions to the cost of the matters referred to in paragraphs 12(a)(i) and 12(a)(ii); and

    b) the height and location of structures on Sliammon Lands immediately adjacent to Crown Corridors, only to the extent reasonably required to protect the safety of the users of Crown Corridors.

13. Subject to provincial requirements, including those set out in paragraph 12, British Columbia will not unreasonably deny Sliammon access to a Provincial Road from Sliammon Lands.

14. Subject to provisions of the Final Agreement, British Columbia will not zone or otherwise regulate land use on Sliammon Lands adjacent to Crown Corridors.

15. Sliammon will consult with British Columbia on land use decisions relating to the development of Sliammon Lands adjacent to Crown Corridors.

Roads

16. Provincial Roads will not be part of Sliammon Lands and are owned by British Columbia.

17. Roads on Sliammon Lands will be Sliammon Roads.

18. In accordance with the Access Chapter, Sliammon will allow public use of Sliammon Roads.

19. Sliammon will be responsible for maintenance and repair of Sliammon Roads.

Gravel

20. Prior to the Final Agreement, Sliammon and British Columbia will undertake a study of Gravel sources on, or in the immediate vicinity of, proposed Sliammon Lands and will develop a Gravel management plan which will set out the location, quantities and quality of key Gravel sources on proposed Sliammon Lands.

21. The Final Agreement will contain provisions that will set out the locations, volumes, and time frames for use of Gravel that Sliammon will reserve for British Columbia for provincial road construction and maintenance purposes within or in the immediate vicinity of Sliammon Lands.

22. Sliammon will make Gravel available to British Columbia, as set out in the Final Agreement, at costs of development and extraction comparable to what British Columbia would normally pay at the time of use or as otherwise agreed to in the Final Agreement.

23. The Final Agreement will provide that any extraction and development of Gravel referred to in paragraphs 20 to 22 will be in accordance with provincial legislation and standards.

CHAPTER 8 - FISHERIES

General

1. Sliammon will have a right to harvest, in accordance with the Final Agreement, Fish and Aquatic Plants for Domestic Purposes in the Sliammon Domestic Fishing Area set out in Appendix G.

2. The Sliammon Fishing Right will be limited by:

    a) measures necessary for conservation; and

    b) measures necessary for the purposes of public health or public safety.

3. Where practicable, the Minister will, in advance, discuss with, or give notice to, the Joint Fisheries Committee of proposed conservation, public health or public safety measures which would require the Sliammon Fish Licence to be amended.

4. Sliammon Members will not be required to have federal or provincial licences or pay any fees, charges or royalties relating to the Sliammon Fishing Right to Canada or British Columbia.

5. Harvesting under the Sliammon Fishing Right will be conducted in accordance with the provisions of the Sliammon Fish Licence.

6. The Final Agreement will include provisions to address the implications for the amount of Fish and Aquatic Plants that Sliammon may harvest, including any implications for overages and underages, where in any year there is not enough abundance of a stock or species of Fish or Aquatic Plants to meet all allocations from that stock or species for First Nations for Domestic Purposes. The Parties anticipate that these provisions in the Final Agreement would most likely be used for migratory salmon.

7. The Sliammon Fishing Right is held by Sliammon and cannot be alienated.

8. The Minister will retain authority for managing and conserving Fish, Aquatic Plants, and Fish habitat.

9. Fish and Aquatic Plants harvested under the Sliammon Fishing Right cannot be sold.

10. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Fish and Aquatic Plants.

11. Sliammon Members will have the right to Trade and Barter any Fish or Aquatic

Plants harvested under the Final Agreement among themselves or with other aboriginal people of Canada in British Columbia.

12. Sliammon Allocations will be harvested within the Sliammon Domestic Fishing Area unless otherwise agreed by the Minister.

13. The Sliammon Domestic Fishing Area is the area described on the map in Appendix G. Prior to Final Agreement, the Parties will negotiate the northwest part of the Sliammon Domestic Fishing Area.

14. Prior to the Final Agreement, Canada and British Columbia are prepared to discuss Sliammon access to depuration beaches and other Sliammon shellfish harvest areas including access to beaches outside the Sliammon Domestic Fishing Area.

15. The Parties anticipate that it may be necessary for Sliammon to harvest some or all of any herring or herring spawn Allocation outside the Sliammon Domestic Fishing Area.

16. The Final Agreement will not preclude Sliammon Members from harvesting Fish and Aquatic Plants throughout Canada in accordance with:

    a) Federal and Provincial Laws;

    b) any agreements which are in accordance with Federal and Provincial Laws, between Sliammon and other aboriginal people; or

    c) any arrangements between other aboriginal people and Canada or British Columbia.

Documentation

17. The Final Agreement will provide for Sliammon Government issuing documentation to Sliammon Members to harvest Fish and Aquatic Plants under the Sliammon Fishing Right.

18. Where Allocations for Fish or Aquatic Plants have been established under the Final Agreement, the Sliammon Government may issue documentation to persons who are not Sliammon Members to harvest those Fish or Aquatic Plants under the Sliammon Fishing Right.

19. All persons who harvest or attempt to harvest Fish or Aquatic Plants under the Sliammon Fishing Right will be required to carry documentation issued by Sliammon Government and to produce that documentation on request by an authorized person.
20. Documentation issued by Sliammon to a person who harvests or attempts to

harvest Fish or Aquatic Plants under the Sliammon Fishing Right will:

a) be in the English language, and, at the discretion of Sliammon, in the Sliammon language;

b) include the name and address of the person; and

c) meet any requirements set out in the applicable Sliammon Fish Licence.

21. The Final Agreement will not preclude Sliammon Members from being designated by a First Nation to harvest Fish and Aquatic Plants under federal or provincial arrangements with that First Nation.

22. Unless the Parties otherwise agree prior to Final Agreement, Sliammon may not designate persons who are not Sliammon Members to harvest Fish or Aquatic Plants under the Sliammon Fishing Right where there is no Allocation established under the Final Agreement.

Salmon Allocations

23. The methods for determining the Allocations of sockeye, chum, coho, and pink salmon and local terminal abundances of chinook salmon that can be harvested each year under the Sliammon Fishing Right are described in Appendix H.

24. The Parties agree to assess catches of chinook salmon in the Sliammon Domestic Fishing Area through a Treaty Related Measure prior to the Final Agreement. The Final Agreement will establish an Allocation, for mixed stock chinook salmon in the Sliammon Domestic Fishing Area, that will be based on estimates of catch in that area, including Sliammon's catch of mixed stock chinook salmon, and other factors that the Parties agree are relevant.

25. The Final Agreement may include a method for decreasing the Allocation of Fraser River sockeye that can be harvested and increasing the Allocation of chum, chinook, coho, or pink salmon that can be harvested as harvestable abundances of chum, chinook, coho, or pink salmon originating in the Sliammon Domestic Fishing Area increase.

26. The Final Agreement will describe when and how subsequent adjustments in respect of overages and underages are made to an Allocation to account for salmon harvests that exceed or fail to meet the Allocation in any year. Any adjustment will take into account the actions of the Minister and Sliammon in the conduct of the fishery. The Minister and Sliammon will endeavour to minimize any overages or underages in each year and to minimize the accumulation of overages and underages in successive years.

Non-salmon Allocations

27. The Final Agreement will set out Allocations for some non-salmon species that can be harvested under the Sliammon Fishing Right. The Allocations may include clams, groundfish, herring, herring spawn, prawns, sea urchins, and other species as agreed.

28. Non-salmon species for which there is no Allocation established under the Final Agreement may be harvested for Domestic Purposes under the Sliammon Fishing Right in accordance with a Sliammon Fish Licence.

29. The Final Agreement will set out that Canada or British Columbia, in respect of any non-salmon species within their respective management authority, or Sliammon may propose the establishment of an Allocation for a non-salmon species.

30. The Final Agreement will include provisions describing how Allocations for non-salmon species that are not set out in the Final Agreement will be determined, taking into account factors, that the Parties agree are relevant, which may include Sliammon's current and historic harvest levels and abundance of those species in the Sliammon Domestic Fishing Area.

31. The Final Agreement may set out areas where the Minister will not permit commercial harvesting of bivalve shellfish in the intertidal zone in the Sliammon Domestic Fishing Area.

32. In any year, the Sliammon Fishing Right Allocation for Intertidal Bivalves on the Foreshore of Harwood Island will be the total allowable catch.

33. Sliammon may apply to British Columbia for shellfish aquaculture tenures with respect to the Foreshore of Harwood Island.

34. Prior to the Final Agreement, the Parties will discuss Fish management options respecting sea urchins in the Sliammon Domestic Fishing Area.

Shellfish Aquaculture Tenures

35. After signing of this Agreement, British Columbia is prepared to establish a reservation of 25 years on existing Sliammon shellfish aquaculture areas during which time the diligent use provisions will not apply.

Sliammon Participation in the Commercial Fishery

36. On the Effective Date, at the request of Sliammon, Canada will issue an euphausid licence and a halibut licence to Sliammon under similar conditions as other commercial fishing licences.

37. Sliammon commercial fishing licences and vessels will be subject to Federal and

Provincial Laws.

Sliammon Harvest Agreement

38. On the Effective Date, Canada and Sliammon may enter into a Sliammon Harvest Agreement in respect of Fish.

39. Any Sliammon Harvest Agreement and paragraphs 40 to 44 will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

40. Prior to the Final Agreement, Canada and Sliammon will address the issue of whether some or all of the commercial fishing capacity of any Sliammon Harvest Agreement is transferable.

41. Subject to paragraph 5 of the Capital Transfer Chapter and following approval and signing of this Agreement, Sliammon may request that a portion of the Capital Transfer be applied to acquiring commercial fishing licences and related vessels and gear, through a Treaty Related Measure for Sliammon to test a Sliammon Harvest Agreement. The Parties will agree upon the portion of the Capital Transfer that may be applied to acquiring commercial fishing capacity for inclusion in a Sliammon Harvest Agreement and a period of time within which this capacity may be acquired.

42. Any Sliammon Harvest Agreement will:

    a) establish Sliammon Fish Allocations comparable to the commercial fishing capacity acquired by Sliammon;

    b) be for a term of 25 years and be renewable on the same terms at the discretion of Sliammon every 15 years for a further 25 years;

    c) include provisions for the harvest and disposition of Fish, harvest monitoring, and fisheries management; and

    d) include a dispute resolution process and a process for termination of the Sliammon Harvest Agreement including a requirement for fair compensation.

43. Any Sliammon Harvest Agreement will be established under federal settlement legislation.

44. The Minister will implement any Sliammon Harvest Agreement by:

    a) issuing licences to Sliammon; or
    b) other means under Federal or Provincial Laws.

45. Fisheries under any Sliammon Harvest Agreement will have the same priority as commercial and recreational fisheries in fisheries management decisions made by the Minister.

46. There will be no Sliammon commercial fishery for a stock or species of Fish under any Sliammon Harvest Agreement when other commercial fisheries within the area described in any Sliammon Harvest Agreement are closed.

Harvest of Surplus Salmon

47. Each year the Minister may determine whether there is a surplus of a species of salmon originating in the Sliammon Domestic Fishing Area, the size of the surplus, and access to that surplus.

48. The Joint Fisheries Committee may:

    a) recommend to the Minister procedures for the identification of a surplus and terms and conditions for the harvest of the surplus; and

    b) provide advice to the Minister on the size and disposition of the surplus, including the use of any proceeds to supplement the Sliammon Fisheries Enhancement and Stewardship Fund.

49. The Minister may permit Sliammon to harvest some or all of the surplus salmon that originate in the Sliammon Domestic Fishing Area, on reaching agreement with Sliammon in respect of:

    a) the terms and conditions of the harvest; and

    b) whether all or part of the harvest will be included in the determination of underages.

Law-making Authority

50. Sliammon Government may make laws consistent with the Final Agreement on the following matters:

    a) distribution of the Fish and Aquatic Plants harvested under the Sliammon Fishing Right among Sliammon Members;

    b) designating persons to harvest under the Sliammon Fishing Right; and

    c) other Fish and Aquatic Plants matters as set out in the Final Agreement.

51. In the event of a Conflict between a Sliammon Law made under paragraph 50

and a Federal or Provincial Law, the Sliammon Law will prevail to the extent of the Conflict.

52. Sliammon Government may make laws consistent with the Final Agreement on the following matters:

  a) documenting those persons who may harvest Fish and Aquatic Plants under the Final Agreement; and

  b) other Fish and Aquatic Plants matters as set out in the Final Agreement.

53. In the event of a Conflict between a Sliammon Law made under paragraph 52 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

Joint Fisheries Committee

54. The Parties will establish a Joint Fisheries Committee to facilitate cooperative planning of:

  a) Sliammon fisheries for Domestic Purposes under the Final Agreement;

  b) Sliammon Enhancement Initiatives and Stewardship Activities;

  c) Sliammon fisheries monitoring and enforcement activities;

  d) Sliammon environmental protection activities associated with Fish and Fish habitat; and

  e) other matters by agreement of the Parties.

55. Subject to federal and provincial access to information and privacy legislation, the Parties will provide each other with access to all information necessary to enable the Joint Fisheries Committee to carry out its responsibilities.

56. The Joint Fisheries Committee will be comprised of one member from Canada, one member from British Columbia, and one member from Sliammon, but additional representatives of a Party may participate in meetings to support or assist its member in carrying out that member's responsibilities on the Joint Fisheries Committee. The members of the Joint Fisheries Committee representing Sliammon and Canada are responsible for matters in respect of fisheries managed by Canada. The members of the Joint Fisheries Committee representing Sliammon and British Columbia are responsible for matters in respect of fisheries managed by British Columbia.

57. In facilitating cooperative planning under paragraph 54, the responsibilities of the

Joint Fisheries Committee are:

a) discussing information and plans that can be made available to the public for existing and proposed commercial and other fisheries that could significantly affect Sliammon fisheries for Domestic Purposes;

b) discussing information that can be made available to the public related to measures necessary for conservation, public health or public safety that could significantly affect Sliammon fisheries for Domestic Purposes;

c) discussing information that can be made available to the public related to proposed Enhancement Initiatives in the Sliammon Domestic Fishing Area;

d) arranging for collection and exchange of available fisheries-related data;

e) discussing possible provisions for a Sliammon Annual Fish Plan and Sliammon Fish Licence prior to Sliammon developing a Sliammon Annual Fish Plan;

f) reviewing Sliammon Annual Fish Plans;

g) recommending to the Minister provisions for a Sliammon Fish Licence, taking into account the Sliammon Annual Fish Plans, including Sliammon preferences in respect of harvest methods, timing and locations, where they are submitted in a timely fashion;

h) reviewing Sliammon proposals for Enhancement Initiatives and Stewardship Activities;

i) providing advice to the Minister and Sliammon concerning:

    i) Fish management and harvesting in the Sliammon Domestic Fishing Area,

    ii) the conduct of commercial and other fisheries outside the Sliammon Domestic Fishing Area that could significantly affect Sliammon fisheries for Domestic Purposes,

    iii) Fish habitat management and protection,

    iv) escapement goals for salmon stocks in the Sliammon Domestic Fishing Area,

    v) Enhancement Initiatives and other Stewardship Activities conducted by Sliammon in the Sliammon Domestic Fishing Area,

vi) in-season adjustments to Sliammon Fish Licences,

vii) overages and underages,

viii) the harvest of surplus salmon, and

ix) other matters provided for in the Final Agreement;

j) communicating with other advisory bodies in respect of matters of mutual interest; and

k) carrying out other responsibilities as the Parties may agree.

58. The Joint Fisheries Committee will operate on a consensus basis. If there is no consensus, each member of the Joint Fisheries Committee may submit recommendations or advice to the Minister.

59. If special circumstances make it impracticable to receive advice or recommendations from the Joint Fisheries Committee, the Minister:

a) may make the decision or take the action that the Minister considers necessary, without receiving advice from the Joint Fisheries Committee; and

b) will advise the Joint Fisheries Committee as soon as practicable of the special circumstances and the decision made or action taken.

60. If a regional fisheries committee is established for aboriginal fisheries in an area which includes all or part of the Sliammon Domestic Fishing Area, and that committee has responsibilities similar to those of the Joint Fisheries Committee, the Parties may agree that some of the responsibilities of the Joint Fisheries Committee may be performed by the regional fisheries committee and, if necessary, will amend the description of the responsibilities of the Joint Fisheries Committee in accordance with the amendment provisions of the Final Agreement.

61. In accordance with the amendment provisions of the Final Agreement, the Parties may amend the role, membership, and responsibilities of the Joint Fisheries Committee.

Sliammon Annual Fish Plans

62. Sliammon will develop Sliammon Annual Fish Plans.

63. Sliammon Annual Fish Plans and any amendments will include, as appropriate:

a) proposed harvest by category of species, species, or stock;

b) descriptions of Fish and Aquatic Plants that may be harvested;

c) location and timing of harvest;

d) method of harvest, including the size, type, identification, marking, and quantity of fishing gear and the manner in which it may be used;

e) monitoring of harvest, including notification, catch monitoring, identification and reporting of harvest;

f) distribution and transportation of Fish and Aquatic Plants harvested under the Sliammon Fishing Right;

g) enforcement of Sliammon fisheries; and

h) other matters.

64. Sliammon will provide Sliammon Annual Fish Plans to the Minister in a timely fashion.

65. Sliammon Annual Fish Plans will not be part of the Final Agreement.

Sliammon Fish Licence

66. Each year, the Minister will issue a Sliammon Fish Licence to Sliammon in respect of the Sliammon Fishing Right. The Sliammon Fish Licence will be consistent with the Final Agreement.

67. Except as otherwise provided in the Final Agreement, the Sliammon Fish Licence will provide for the harvest of all species of Fish and Aquatic Plants.

68. Where the Minister receives Sliammon Annual Fish Plans in a timely fashion, the Minister will take these plans into account prior to issuing a Sliammon Fish Licence.

69. The Minister will provide written reasons to Sliammon and the Joint Fisheries Committee if the Sliammon Fish Licence has significant changes from Sliammon preferences in respect of methods, timing and location of harvest, and any other matter set out in the relevant Sliammon Annual Fish Plan.

70. Where the Minister makes changes to a Sliammon Fish Licence, the Minister will

give notice and reasons, and where practicable, discuss those changes with Sliammon and the Joint Fisheries Committee in advance.

Treaty Related Measure

71. The Parties will initiate a Treaty Related Measure to test provisions of this Agreement related to the Joint Fisheries Committee, any Sliammon Harvest Agreement, the Sliammon Annual Fishing Plan and licensing arrangements. The Parties acknowledge that the activities contemplated in the Treaty Related Measure may inform the negotiation of the Fisheries Chapter for the Final Agreement.

72. Prior to the Final Agreement, the Parties will review the provisions of this Agreement respecting the Joint Fisheries Committee, taking into account any experiences gained from the Treaty Related Measure regarding the activities and responsibilities of the Joint Fisheries Committee.

73. Prior to the Final Agreement, the Parties will review the provisions of this Agreement respecting how the Minister and the Joint Fisheries Committee have been able to accommodate Sliammon preferences for harvest locations, timing and methods. In addition, the Parties will review how effectively the licensing process, as set out in this Chapter, has addressed these preferences.

74. The Parties will take into account the experiences gained through the Treaty Related Measure in Final Agreement negotiations regarding the Sliammon Annual Fish Plan, the Joint Fisheries Committee, and the matters to be taken into account by the Minister in the issuance of the Sliammon Fish Licence.

Stewardship and Enhancement

75. Sliammon may conduct, with the approval of the Minister and in accordance with Federal and Provincial Law, Enhancement Initiatives and Stewardship Activities in the Sliammon Domestic Fishing Area.

76. Prior to the Final Agreement, Canada and Sliammon will negotiate a one-time payment by Canada that will be used for the establishment of a Sliammon Fisheries Enhancement and Stewardship Fund.

Enforcement

77. The Parties may negotiate agreements concerning enforcement of Federal or Provincial Laws, or Sliammon Laws in respect of fisheries. Those agreements, if any, will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

78. Sliammon Laws made in accordance with this Chapter may be enforced by

persons authorized to enforce Federal or Provincial Laws, or Sliammon Laws in respect of Fish and Aquatic Plants in British Columbia.

79. *The Final Agreement will address enforcement issues in respect of Sliammon* fisheries.

CHAPTER 9 - WILDLIFE AND MIGRATORY BIRDS

General

1. Sliammon will have the right to harvest, in accordance with the Final Agreement, Wildlife and Migratory Birds for Domestic Purposes in the Wildlife and Migratory Birds Harvest Area set out in Appendix I.

2. The Sliammon Right to Harvest Wildlife and Migratory Birds will be limited by:

   a) measures necessary for conservation; and

   b) measures necessary for the purposes of public health or public safety.

3. The Sliammon Right to Harvest Wildlife and Migratory Birds is a right to harvest in a manner that is consistent with:

   a) the communal nature of the Sliammon harvest for Domestic Purposes; and

   b) the traditional seasons of the Sliammon harvest.

4. The Sliammon Right to Harvest Wildlife and Migratory Birds will be exercised in a manner that does not interfere with authorized uses or dispositions of Crown land existing as of the Effective Date or authorized in accordance with paragraph 5.

5. The Crown may authorize uses of or dispose of Crown land, and any authorized use or disposition may affect the method, times and locations of harvesting Wildlife and Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds, provided that the Crown ensures that those authorized uses or dispositions do not deny Sliammon the reasonable opportunity to harvest Wildlife and Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds.

6. For the purposes of paragraphs 4 and 5, "authorized uses" includes any Crown approvals made following the Effective Date.

7. Prior to the Final Agreement, the Parties will:

   a) discuss what constitutes interference under paragraph 4; and

   b) negotiate and attempt to reach agreement on the factors to be considered in determining whether the reasonable opportunity to harvest would be denied under paragraph 5.

8. Sliammon Members will not be required to have federal or provincial licences or

pay any fees, charges, or royalties to Canada or British Columbia relating to the Sliammon Right to Harvest Wildlife and Migratory Birds.

9. Nothing in the Final Agreement will affect Canada's ability to require Sliammon Members to obtain licences for the use and possession of firearms under Federal Laws on the same basis as other aboriginal people of Canada.

10. The Final Agreement will not preclude Sliammon Members from harvesting Wildlife outside of the Wildlife and Migratory Birds Harvest Area throughout Canada in accordance with:

    a) Federal and Provincial Laws;

    b) any agreements, that are in accordance with Federal and Provincial Laws, between Sliammon and other aboriginal people; or

    c) any arrangements between other aboriginal people and Canada or British Columbia.

11. The Final Agreement will not preclude Sliammon Members from harvesting Migratory Birds throughout Canada in accordance with:

    a) Federal and Provincial Laws;

    b) any agreements, that are in accordance with Federal and Provincial Laws, between Sliammon and other aboriginal people; or

    c) any arrangements between other aboriginal people and Canada or British Columbia.

12. The Final Agreement will provide for Sliammon Government issuing documentation to Sliammon Members to harvest Wildlife and Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds.

13. All persons who harvest or attempt to harvest Wildlife or Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds will be required to carry documentation issued by Sliammon Government and to produce that documentation on request by an authorized person.

14. Documentation issued by Sliammon Government to a person who harvests or attempts to harvest Wildlife or Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds will:

    a) be in the English language, and, at the discretion of Sliammon, in the Sliammon language;
    b) include the name and address of the person; and

c) meet any other requirements set out in the Annual Wildlife Harvest Plan.

15. The Sliammon Right to Harvest Wildlife will be in accordance with an Annual Wildlife Harvest Plan.

16. The Sliammon Right to Harvest Wildlife and Migratory Birds is held by Sliammon and cannot be alienated.

Allocations

17. The Final Agreement will set out processes for determining Allocations for specified Wildlife species and specified Migratory Bird species.

Management

18. The Minister will retain authority for Wildlife and Migratory Birds, their management, conservation, and habitat.

19. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Wildlife and Migratory Birds.

20. Each year Sliammon Government will:

a) develop an Annual Wildlife Harvest Plan for the harvest of:

i) Wildlife species for which there is an Allocation, and

ii) Wildlife species proposed by Sliammon or British Columbia; and

b) submit the Annual Wildlife Harvest Plan to the Minister for approval.

21. An Annual Wildlife Harvest Plan will include provisions consistent with the Final Agreement in respect of:

a) designating and documenting of Sliammon harvesters;

b) methods, timing, and locations of the Sliammon harvest;

c) as appropriate, the sex and age of the composition of the Sliammon harvest;

d) monitoring and reporting of the Sliammon harvest; and

e) other matters as set out in the Final Agreement.

22. An Annual Wildlife Harvest Plan will take into account management concerns

identified by the Minister.

23. The Final Agreement will set out provisions in respect of the review of the proposed Annual Wildlife Harvest Plan by British Columbia and Sliammon prior to it being forwarded to the Minister for decision.

24. The Final Agreement will set out factors the Minister will take into account in making a decision about a proposed Annual Wildlife Harvest Plan.

25. If a proposed Annual Wildlife Harvest Plan is consistent with the Final Agreement, the Minister will, subject to the factors referred to in paragraph 24, approve, or vary and approve, that Annual Wildlife Harvest Plan, and the Minister will provide written reasons to Sliammon for any significant changes between the proposed Annual Wildlife Harvest Plan and the approved Annual Wildlife Harvest Plan. An approved Annual Wildlife Harvest Plan will be consistent with the Final Agreement.

26. If there is a Conflict between a provision of the approved Annual Wildlife Harvest Plan and Provincial Laws, the approved Annual Wildlife Harvest Plan will prevail to the extent of the Conflict.

27. Sliammon Government may make laws, in respect of the Sliammon Right to Harvest Wildlife, that are consistent with the Final Agreement and an approved Annual Wildlife Harvest Plan for:

    a) the methods, timing, and location of the harvest of Wildlife included in the Annual Wildlife Harvest Plan, under the Sliammon Right to Harvest Wildlife;

    b) the distribution among Sliammon Members of Wildlife harvested by Sliammon under the Sliammon Right to Harvest Wildlife;

    c) designating Sliammon Members to harvest Wildlife; and

    d) other matters as set out in the Final Agreement.

28. In the event of a Conflict between a Sliammon Law made under paragraph 27 and a Federal or Provincial Law, the Sliammon Law will prevail to the extent of the Conflict.

29. Sliammon Government may make laws, in respect of the Sliammon Right to Harvest Wildlife, that are consistent with the Final Agreement and an approved Annual Wildlife Harvest Plan, for:

    a) documenting Sliammon Members who harvest Wildlife under the Sliammon Right to Harvest Wildlife;

b) Wildlife not included in the Annual Wildlife Harvest Plan, the methods, timing, and location of harvesting those species of Wildlife under the Sliammon Right to Harvest Wildlife; and

c) other matters as set out in the Final Agreement.

30. In the event of a Conflict between a Sliammon Law made under paragraph 29 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

31. The Final Agreement will set out Sliammon law-making authority for the regulation of the Sliammon Right to Harvest Migratory Birds under the Final Agreement.

32. Sliammon will have the right to participate in any Wildlife advisory management processes established by British Columbia, in respect of the Wildlife and Migratory Birds Harvest Area.

Trade, Barter and Sale

33. Sliammon Members will have the right to Trade and Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, any Wildlife, Wildlife parts, including meat and furs, Migratory Birds, and the eggs or inedible by-products or down of Migratory Birds, harvested under the Sliammon Right to Harvest Wildlife and Migratory Birds.

34. Any sale of Wildlife, Wildlife parts, including meat and furs, Migratory Birds, and the eggs or the inedible by-products or down of Migratory Birds, harvested under the Sliammon Right to Harvest Wildlife and Migratory Birds will be in accordance with any Federal and Provincial Laws that permit sale.

Enforcement

35. The Parties may negotiate agreements concerning enforcement of Federal or Provincial Laws, or Sliammon Laws in respect of Wildlife and Migratory Birds. Any of those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

36. Sliammon Laws made in accordance with this Chapter may be enforced by persons authorized to enforce Federal or Provincial Laws, or Sliammon Laws in respect of Wildlife or Migratory Birds in British Columbia.

37. The Final Agreement will address enforcement issues in respect of the harvest of Wildlife or Migratory Birds by Sliammon Members under the Sliammon Right to Harvest Wildlife and Migratory Birds.

CHAPTER 10 - ENVIRONMENTAL ASSESSMENT AND ENVIRONMENTAL PROTECTION

Environmental Assessment

1. Sliammon may participate in established federal or provincial environmental assessment processes for proposed projects that may have adverse effects on Sliammon Lands or on Sliammon interests set out in the Final Agreement in the area set out in Appendix G.

Environmental Protection

2. Sliammon may make environmental protection laws, applicable on Sliammon Lands, as set out in the Final Agreement.

3. In the event of a Conflict between a Sliammon Law made under paragraph 2 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

4. If there is an environmental emergency or natural disaster that affects Sliammon or Sliammon Lands, the Party responding will notify the other Parties as soon as practicable.

CHAPTER 11 - SLIAMMON ROLE OUTSIDE SLIAMMON LANDS

Provincial Public Planning Processes

1. When British Columbia establishes a Public Planning Process, in the area set out in Appendix K, British Columbia will notify Sliammon.

2. Sliammon will have the right to participate in the development stage of any Public Planning Process in the area set out in Appendix K, in accordance with procedures established by British Columbia for that Public Planning Process.

3. In participating in any Public Planning Process, Sliammon may bring forward any matters it considers relevant, including any rights or interests set out in the Final Agreement.

4. British Columbia may proceed with any Public Planning Process even if Sliammon does not participate in that process.

5. Sliammon may make proposals to British Columbia to establish a Public Planning Process or to establish protected areas in respect of the area set out in Appendix K.

6. Nothing in the Final Agreement will obligate British Columbia to undertake a Public Planning Process or to establish a protected area.

7. British Columbia will provide Sliammon with the draft plan resulting from any Public Planning Process and Sliammon may provide written recommendations to the Minister which may be made public by British Columbia.

8. After considering any written recommendations from Sliammon and any matters the Minister considers appropriate, the Minister will provide written reasons for any Sliammon recommendations that are not accepted.

Gathering Plants

9. Sliammon will have the right to gather Plants for Domestic Purposes on provincial Crown land in the area set out in Appendix J.

10. The Sliammon right to gather Plants will be limited by:

    a) measures necessary for conservation; and

    b) measures necessary for the purposes of public health or public safety.

11. The Sliammon right to gather Plants will not interfere with authorized uses of Crown land, or British Columbia's ability to authorize uses or to dispose of provincial Crown land.

12. Sliammon Members will not be required to pay fees to Canada or British Columbia in order to exercise the Sliammon right to gather Plants.

Provincial Parks and Protected Areas

13. If either or both of the two parcels of land, District Lots 3769 and 3770, adjacent to Sliammon Indian Reserve No. 6 (Kahkaykay), cease to be part of Desolation Sound Marine Park, British Columbia will offer to sell the land that ceases to be part of Desolation Sound Marine Park to Sliammon for a price not to exceed fair market value.

14. If, after the Effective Date, Sliammon decides to sell any portion of or all of the former Sliammon Indian Reserve No. 6 (Kahkaykay), Sliammon will offer to sell that land to British Columbia for a price not to exceed fair market value.

15. Prior to the Final Agreement, British Columbia and Sliammon will negotiate and attempt to reach agreement regarding arrangements for Sliammon participation in the management of Desolation Sound Marine Park and Okeover Park.

16. Canada and British Columbia, within their respective jurisdictions, and Sliammon will negotiate and attempt to reach agreement on provisions to be included in the Desolation Sound Marine Park Management Plan, regarding Sliammon activities in the Park including gathering of Plants and harvesting of Wildlife and shellfish for Domestic Purposes under the Final Agreement.

17. Sliammon may make proposals to British Columbia to establish new protected areas in the area set out in Appendix G.

18. Nothing in the Final Agreement will obligate British Columbia to establish any new protected areas.

19. At the request of either Sliammon or British Columbia, British Columbia and Sliammon will negotiate and attempt to reach agreement on arrangements for Sliammon activities in other Parks or other protected areas within the areas set out in Appendix G.

20. Any agreement reached pursuant to paragraphs 15, 16, or 19 will not be part of the Final Agreement.

21. British Columbia and Sliammon will address potential economic opportunities, consistent with the park management plan, for Sliammon in Desolation Sound Marine Park, outside of the Final Agreement.

Commercial Recreation Tenure

22. Prior to the Final Agreement, Sliammon and British Columbia will develop a management plan for a proposed commercial recreation tenure which sets out the recreational activities, reflects the environmental values in the defined area, sets out the boundaries of the operating area, and sets out a phase in period for the operations.

23. Upon satisfactory application by Sliammon, British Columbia will issue a commercial recreation tenure to Sliammon for the operating area described in the management plan, that will not include Submerged Lands.

24. During the phase in period for the commercial recreation tenure, British Columbia will not issue another commercial recreation tenure which would directly conflict with the management plan for the Sliammon Commercial Recreation Tenure.

Other

25. Prior to the Final Agreement, British Columbia and Sliammon will negotiate and attempt to reach agreement on mechanisms for dialogue on how treaty issues may be taken into account in the area set out in Appendix K, including the relationship between existing land use plans and treaty issues.

26. The Parties will initiate, as soon as practicable after the Agreement-in-Principle is approved and signed, a Treaty Related Measure for Sliammon to:

    a) analyze the relationship between Sliammon rights as set out in the Agreement-in-Principle and existing provincial authorized uses and land use, resource management and park management plans, including the plan for Desolation Sound Marine Park;

    b) develop the initial wildlife harvest plan;

    c) develop the initial gathering plan; and

    d) review other issues, as agreed by the Parties,

    to determine how treaty issues should be taken into account in the area set out in Appendix K and other areas as agreed by the Parties.

27. The Parties will review and resolve issues identified from the completion of activities in paragraph 26.

CHAPTER 12 - GOVERNANCE

Sliammon Self-Government

1. The Parties acknowledge that self-government and governance for Sliammon will be achieved through the exercise of the section 35 rights set out in the Final Agreement and the authorities set out in the Governance Agreement.

Governance Agreement

2. On the Effective Date, the Parties will enter into a Governance Agreement.

Review of Governance Agreement

3. Ten years after the Effective Date, the Parties will review the Governance Agreement to determine if any amendments are required.

4. After the initial review provided for in paragraph 3, at the request of a Party, the Parties will review the Governance Agreement.

Legal Status and Capacity

5. Sliammon will be a legal entity with the capacity, rights, powers, and privileges of a natural person including the ability to:

   a) enter into contracts and agreements;

   b) acquire, hold, own, buy, and sell property and interests in property;

   c) raise, spend, invest, and borrow money;

   d) sue and be sued; and

   e) do other things ancillary to the exercise of its rights, powers and privileges.

Sliammon Government

6. Sliammon Government, as provided for under the Sliammon Constitution and the Final Agreement, will be the government of Sliammon.

7. Sliammon will act through Sliammon Government in accordance with:

   a) the Final Agreement;

   b) Sliammon Laws, including the Sliammon Constitution; and

c) the Governance Agreement.

8. The Final Agreement will include provisions to address the scope of immunity and liability of Sliammon, Sliammon Government, elected members of the Sliammon Government, and Sliammon public officers. Where appropriate, the scope of immunity and liability will be similar to that for municipalities under provincial legislation.

Sliammon Constitution

9. Sliammon will have a Constitution, consistent with the Final Agreement, which will provide:

   a) for a democratically elected Sliammon Government, including its duties, composition, and membership;

   b) that Sliammon Government will be democratically accountable with elections at least every five years;

   c) for financial administration comparable to standards generally accepted for governments in Canada;

   d) for conflict of interest rules comparable to those generally accepted for governments in Canada;

   e) for recognition and protection of rights and freedoms of Sliammon Members;

   f) that every person who is enrolled under the Final Agreement is entitled to be a Sliammon Member;

   g) that the Final Agreement and the Governance Agreement set out the authority of Sliammon Government to make laws;

   h) the process for the enactment of laws by Sliammon Government;

   i) for challenging the validity of Sliammon Laws;

   j) that the Sliammon Constitution prevails over other Sliammon Laws to the extent of any Conflict;

   k) for the establishment of Sliammon Public Institutions;

   l) for conditions under which Sliammon may dispose of lands or interests in lands;

m) for Sliammon Government from the Effective Date until the first elected Sliammon Government takes office;

n) for amendment of the Sliammon Constitution; and

o) for other provisions.

10. The Sliammon Constitution, once ratified in accordance with the Final Agreement, will come into force on the Effective Date.

Sliammon Government Structure

11. Sliammon Government consists of elected members as set out in the Sliammon Constitution.

Sliammon Elections

12. Elections for Sliammon Government will be held in accordance with the Sliammon Constitution and Sliammon Laws.

Appeal and Review of Administrative Decisions

13. Sliammon Government will establish processes for appeal or review of administrative decisions made by Sliammon Public Institutions exercising a statutory power of decision under Sliammon Law.

14. The Supreme Court of British Columbia will have jurisdiction to hear appeals or reviews of administrative decisions of Sliammon Government or Sliammon Public Institutions exercising a statutory power of decision under Sliammon Law.

Registry of Laws

15. Sliammon Government will:

    a) maintain a public registry of Sliammon Laws in the English language and, at the discretion of Sliammon Government, in the Sliammon language; and

    b) provide Canada and British Columbia with copies of Sliammon Laws.

Individuals who are not Sliammon Members

16. The Final Agreement and the Governance Agreement will provide opportunities or processes for participation by individuals who are not Sliammon Members, residing on or having a property interest in Sliammon Lands, in decisions of Sliammon Government and Sliammon Public Institutions that affect them.

17. Sliammon Government will consult with individuals who are not Sliammon Members residing on or having a property interest in Sliammon Lands, regarding proposed Sliammon Government decisions that may directly and significantly affect them.

18. Sliammon Government will provide that individuals who are not Sliammon Members, residing on or having a property interest in Sliammon Lands, will have access to the appeal and review procedures under paragraph 13 and 14.

Transitional Provisions

19. The Final Agreement will include provisions for the transition from Sliammon Indian Band to Sliammon Government.

Sliammon Law-Making Authority

20. The Parties will negotiate the nature and scope of each Sliammon law-making authority to be set out in the Final Agreement and the Governance Agreement, including to whom Sliammon Laws apply, and where and when Sliammon Laws apply.

21. In negotiating Sliammon Government law-making authorities, the Parties will consider the particular circumstances of Sliammon, including the population and location of the Sliammon community.

22. The Final Agreement and the Governance Agreement will set out which Law prevails to the extent of the Conflict where a Sliammon Law Conflicts with a Federal or Provincial Law.

23. In addition to law-making authorities provided for in other Chapters in this Agreement, the Parties may negotiate Sliammon law-making authorities to be included in the Final Agreement with respect to:

    a) aspects of preschool to Grade 12 education provided by Sliammon Government that meet provincial standards for curriculum, examination, and other standards that permit transfers of students between school systems at a similar level of achievement and permit entry of students to the provincial post-secondary systems, and certification of teachers;

    b) aspects of child and family services provided by Sliammon Government that include standards comparable to provincial standards for the safety and well-being of children and families;

c) adoption of Sliammon children that include provisions to ensure the best interests of the child are paramount;

d) regulation, administration, and expropriation of Sliammon Lands by Sliammon Government;

e) Sliammon culture and Sliammon language, but not the official languages of Canada;

f) Sliammon assets on Sliammon Lands;

g) zoning and land use planning of Sliammon Lands, including the management and operation of businesses related to lands and resources, with standards consistent with Federal and Provincial Laws;

h) regulation, control, or prohibition of any actions, activities, or undertakings that constitute, or may constitute, a nuisance, a danger to public health, or a threat to public order, peace, or safety on the Foreshore of Harwood Island, other than actions, activities, or undertakings on the Foreshore of Harwood Island that are authorized by the Crown;

i) Sliammon citizenship provided that Sliammon Laws do not deal with Canadian citizenship, entry into Canada, or registration under the *Indian Act*; and

j) management, operation, and financial administration of Sliammon Government.

24. Sliammon law-making authority will not include criminal law, criminal procedure, or Intellectual Property.

25. The Parties may negotiate Sliammon law-making authorities to be included in the Governance Agreement with respect to:

a) aspects of preschool to Grade 12 education provided by Sliammon Government that meet provincial standards for curriculum, examination, and other standards that permit transfers of students between school systems at a similar level of achievement and permit entry of students to the provincial post-secondary systems, and certification of teachers;

b) aspects of child and family services provided by Sliammon Government that include standards comparable to provincial standards for the safety and well-being of children and families;

c) aspects of administration of justice provided by Sliammon Government;

d) solemnization of marriage;

e) social services provided by Sliammon Government;

f) income support provided by Sliammon Government;

g) health services provided by Sliammon Government;

h) buildings, structures and public works on Sliammon Lands;

i) licensing, regulation and operation of business on Sliammon Lands other than the authority set out in paragraph 23(g);

j) emergency preparedness provided by Sliammon Government on Sliammon Lands;

k) fire protection provided by Sliammon Government on Sliammon Lands;

l) traffic and transportation on Sliammon Lands;

m) regulation, control or prohibition of actions, activities, or undertakings on Sliammon Lands that constitute, or may constitute, a nuisance, a trespass, a danger to public health, or a threat to peace, order, and safety;

n) regulation, control, or prohibition of any actions, activities, or undertakings that constitute, or may constitute, a nuisance, a danger to public health, or a threat to public order, peace, or safety on the Foreshore fronting Sliammon Lands and Submerged Lands within Sliammon Lands, other than actions, activities, or undertakings on the Foreshore fronting Sliammon Lands and Submerged Lands within Sliammon Lands that are authorized by the Crown; and

o) post-secondary education provided by Sliammon Government on Sliammon Lands, that includes standards comparable to provincial standards, including the establishment of post-secondary institutions that have the ability to grant diplomas but not degrees.

Placement of Law-Making Authorities

26. The placement in the Final Agreement or the Governance Agreement of law-making authorities that will be exercised by Sliammon will be reviewed by the Parties between the Agreement-in-Principle and Final Agreement. The Parties will place all negotiated authorities relating to land and resources in the Final Agreement.

Sliammon Cultural Education and Language Fund

27. Prior to the Final Agreement, Canada and Sliammon will negotiate a one-time payment by Canada that will be used for the establishment of a fund to support Sliammon culture and language.

CHAPTER 13 - LOCAL AND REGIONAL GOVERNMENT RELATIONS

1. The provisions of this chapter will be included in the Governance Agreement.

2. The Governance Agreement will address the relationship that Sliammon Government will have with the Powell River Regional District and the Corporation of the District of Powell River on matters such as the delivery of and payment for services, and co-ordination between the governments for common areas of responsibility.

3. Before the Final Agreement, the Parties will discuss participation of Sliammon Government and representation for residents on Sliammon Lands on the Powell River Regional District.

4. Before the Final Agreement, Sliammon, the Powell River Regional District and the Corporation of the District of Powell River will discuss opportunities to develop and co-ordinate official community plans for Sliammon Lands, electoral areas in which there are Sliammon Lands and the Corporation of the District of Powell River.

CHAPTER 14 - *INDIAN ACT* TRANSITION

1. The *Indian Act* will not apply to Sliammon, Sliammon Government, and Sliammon Members except for:

   a) determining registration as an Indian under the *Indian Act*;

   b) the estates of Sliammon individuals who die prior to the Effective Date that are administered under the *Indian Act* as of the Effective Date; and

   c) the estates of Sliammon children or other Sliammon individuals whose property is administered under the *Indian Act* as of the Effective Date.

2. The Final Agreement will set out transitional provisions in respect of Sliammon Indian Band bylaws.

3. The Final Agreement will set out transitional provisions for the operation of Sliammon Government from the Effective Date until the first elections are held in accordance with the Final Agreement and the Sliammon Constitution.

4. Sliammon will replace the Sliammon Indian Band and all of the rights, titles, interests, assets, obligations, and liabilities of the Sliammon Indian Band will vest in Sliammon.

CHAPTER 15 - CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

Capital Transfer

1. The Capital Transfer from Canada and British Columbia to Sliammon will be $26 million and will be paid in accordance with the provisions of this Chapter.

2. A provisional schedule of payments will be negotiated prior to the initialing of the Final Agreement such that:

   a) the timing and amounts of payments in the provisional schedule of payments will provide for a first payment to Sliammon on the Effective Date and subsequent payments on each anniversary of the Effective Date;

   b) the net present value of the amounts listed in the provisional schedule of payments will equal the amount set out in paragraph 1; and

   c) the net present value of the amounts listed in the provisional schedule of payments will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available prior to the initialing of the Final Agreement from the Department of Finance, Canada, less one eighth of one percent.

3. A final schedule of payments will be determined approximately three months prior to the Effective Date in accordance with the following formula:

$$\text{Final Amount} = \text{Provisional Amount X} \left(\frac{\text{Effective Date FDDIPI}}{\text{XthQ 200X FDDIPI}} \right)$$

Where,

"Final Amount" refers to each amount in the final schedule of payments;

"Provisional Amount" refers to the corresponding amount in the provisional schedule of payments;

"Effective Date FDDIPI" refers to the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the quarter prior to the Effective Date;

"X^{th} Q 200X FDDIPI" refers to the value of the Canada FDDIPI for the X quarter of the year 200X; and

the Effective Date FDDIPI and X^{th} Q 200X FDDIPI values used will be the latest published values available from Statistics Canada three months prior to the Effective Date.

4. British Columbia and, subject to paragraph 11, Canada will make payments to Sliammon in accordance with the final schedule of payments determined in accordance with paragraph 3.

5. Notwithstanding paragraph 1, if, prior to the Final Agreement, as a result of a Treaty Related Measure among the Parties, Canada or British Columbia acquires commercial fishing capacity on behalf of Sliammon under paragraph 41 of the Fisheries Chapter, the Capital Transfer amount in paragraph 1 will be reduced by the cost of any acquisition.

Revenue Sharing

6. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on sharing with Sliammon of agreed-upon revenues originating in British Columbia and flowing to Canada or British Columbia.

Negotiation Loan Repayment

7. On the date of the initialing of the Final Agreement, Canada will determine the outstanding amount of negotiation loans made by Canada to Sliammon, including any interest that may have accrued to that date, in accordance with First Nation Funding Agreements.

8. At the same time, Canada will prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in paragraph 7, such that the repayments will be proportional to the provisional schedule of payments referred to in paragraph 2.

9. This provisional schedule will use an interest rate equal to the discount rate referred to in paragraph 2(c).

10. A final schedule of loan repayment amounts will be determined approximately three months prior to the Effective Date by:

    a) determining the amount of any additional negotiation loans made by Canada to Sliammon after the initialing of the Final Agreement and prior to the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in accordance with First Nation Funding Agreements; and

    b) prorating the additional amount in paragraph 10 (a) over the provisional repayment schedule.

11. Canada may deduct any amounts due pursuant to the final schedule of loan repayments referred to in paragraph 10 from Capital Transfer payments payable to Sliammon in accordance with paragraph 4.

12. Sliammon may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in paragraph 10.

CHAPTER 16 - FISCAL RELATIONS

General

1. Prior to the Final Agreement, the Parties will determine whether provisions of this Chapter will be placed in the Final Agreement or in the Governance Agreement.

Fiscal Agreements

2. Every five years, or other periods as agreed, the Parties will negotiate and attempt to reach agreement on Sliammon fiscal agreements which will set out how funding will be provided to Sliammon to support the provision of agreed-upon programs and services to Sliammon Members and, where applicable, non-Sliammon occupants of Sliammon Lands.

3. In negotiating Sliammon fiscal agreements in respect of the agreed-upon programs and services, the Parties will take into account the following:

   a) the financial resources necessary to provide agreed-upon programs and services at a level reasonably comparable to the level of programs and services available in First Nation and non-First Nation communities of similar size and circumstances in southwest British Columbia;

   b) existing levels of federal and provincial funding provided to Sliammon;

   c) affordability in relation to prevailing federal, provincial, and Sliammon fiscal policies;

   d) efficiency and effectiveness in providing agreed-upon programs and services;

   e) Sliammon revenue capacity determined in accordance with this Chapter;

   f) the costs of operating Sliammon Government which may include adjustments to base funding such as price and volume considerations; and

   g) any other matters set out in the Final Agreement.

4. In negotiating the first Sliammon fiscal agreement, the Parties will take into account the following:

   a) the start-up costs of operating Sliammon Government; and

   b) the level and condition of agreed-upon physical community infrastructure assets and the management, maintenance, and replacement costs of those assets over time.

5. If the Parties do not reach a further fiscal agreement by the expiry date of a fiscal agreement, the fiscal agreement will continue in effect for two years from its original expiry date, or for any other period that the Parties may agree while they attempt to reach a further fiscal agreement.

6. Setting out Sliammon Government authorities, including law-making authorities in the Final Agreement, will not create or imply any financial obligations or service responsibility for any Party.

7. In negotiating fiscal agreements, the Parties will consider procedures for:

   a) the collection and exchange of information, including statistical information, to facilitate the implementation of the fiscal agreements;

   b) dispute resolution in relation to the fiscal agreements;

   c) the accountability of the Sliammon Government to the funding governments; and

   d) other procedures agreed to by the Parties.

8. Any amounts required for the purposes of a fiscal agreement will be paid out of appropriations as may be made by the Parliament of Canada or the Legislature of British Columbia for those purposes.

9. Unless the Parties otherwise agree, the Parties will initial the first fiscal agreement no later than the date at which the Final Agreement is initialed.

10. Any Sliammon fiscal agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

Sliammon Revenue

11. Sliammon will contribute to the funding of Sliammon Government from its own revenue sources and it is the shared objective of the Parties that this contribution will be enhanced over time.

12. The fiscal arrangements between the Parties should provide a reasonable incentive for Sliammon to raise revenues from its own sources.

13. Prior to initialing the Final Agreement, the Parties will negotiate for each revenue source the manner in which Sliammon revenue capacity or Sliammon revenue will be used in determining the funding amount provided by Canada or British Columbia.

14. In calculating Sliammon revenue capacity, all Sliammon revenue sources will be included except for the following:

    a) Capital Transfer payments under the Final Agreement;

    b) any federal or provincial payments under fiscal agreements or other agreements for programs and services;

    c) proceeds from the sale of Sliammon Lands; and

    d) any other matters set out in the Final Agreement or the Governance Agreement.

15. The manner in which Sliammon revenue capacity will be used in determining the funding amount to be provided by Canada or British Columbia may be phased in over a number of years as negotiated and specified before the initialing of the Final Agreement.

16. Prior to the initialing of the Final Agreement, the Parties will address any issues concerning the need for a reasonable degree of competitive equity between Sliammon Government commercial activities and commercial activities elsewhere in British Columbia.

Tripartite Tax and Fiscal Working Group

17. As soon as practicable, the Parties will establish a tripartite tax and fiscal working group to:

    a) generate and exchange information with respect to tax and fiscal matters;

    b) examine, for different models of the overall fiscal relationship, the interaction among the components of the overall fiscal relationship which may include taxation, funding for Sliammon through fiscal agreements, and Sliammon revenue sources;

    c) consider programs and services and related issues;

    d) consider the potential overall financial implications of paragraphs 17(b) and (c) for the Parties; and

    e) consider other areas as agreed to by the Parties.

18. Information from the tripartite tax and fiscal working group is intended to inform the Parties in concluding the negotiations of the Final Agreement and the Governance Agreement.

19. The working group will conclude its work no later than two years after the signing of this Agreement unless otherwise agreed by the Parties.

Review

20. The Parties acknowledge that Canada, British Columbia and First Nations representatives may agree upon other approaches to taxation or fiscal relations for general use in negotiations with First Nations in British Columbia. Prior to the Final Agreement, the Parties will review the Taxation and Fiscal Relations Chapters to determine whether any of those approaches are appropriate for use in the Final Agreement, the Governance Agreement or related agreements.

CHAPTER 17 - TAXATION

General

1. Prior to the Final Agreement, the Parties will determine whether provisions of this Chapter will be placed in the Final Agreement or in the Governance Agreement.

Direct Taxation

2. Sliammon Government may make laws in respect of direct taxation of Sliammon Members on Sliammon Lands in order to raise revenue for Sliammon purposes.

3. Sliammon Government powers provided for in paragraph 2 will not limit the powers of Canada or British Columbia to impose or levy taxes or make laws in respect of taxation.

Other Taxation and Tax Administration Agreements

4. From time to time, Canada or British Columbia, may negotiate with Sliammon and attempt to reach agreement on:

   a) the extent to which Sliammon Government may enact laws for the direct taxation of persons on Sliammon Lands who are not Sliammon Members; and

   b) the manner in which taxation by Sliammon Government will be coordinated with existing federal and provincial tax systems.

5. Prior to the Final Agreement, Canada and Sliammon will address transitional issues in respect of the Sliammon Community Improvement Fee.

6. Prior to the Final Agreement, Canada and Sliammon may negotiate and attempt to reach agreement, in respect of sales tax and income tax, on:

   a) the extent to which Canada will provide to Sliammon Government direct taxation authority over all persons on Sliammon Lands;

   b) the manner in which taxation by Sliammon Government will be co-ordinated with the existing federal taxation system, including the extent, if any, to which Canada may agree to share federal tax room; and

   c) such other taxation matters as may be agreed upon between Canada and Sliammon.

7. From the Effective Date, British Columbia agrees not to impose real property tax on all persons on Sliammon Lands in respect of their land or interests in land provided that, prior to the Final Agreement, British Columbia and Sliammon negotiate and reach agreement on:

   a) terms and conditions to provide Sliammon Government with the authority to impose real property tax on all persons on Sliammon Lands who are not Sliammon Members; and

   b) arrangements to provide provincial services to all persons on Sliammon Lands.

Indian Act Section 87 Exemption

8. Prior to the Final Agreement, the Parties will negotiate transitional tax measures to address the fact that section 87 of the *Indian Act* will no longer apply after the Effective Date.

9. These transitional tax measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other land claim or self-government agreements-in-principle, or in other land claim or self-government final agreements negotiated with other aboriginal groups in British Columbia.

Sliammon Lands

10. Sliammon will not be subject to taxation of lands, or interests in lands, on Sliammon Lands on which there are no improvements or on which there is an improvement all or substantially all of which is used for a public purpose and not for profitable purpose.

Sliammon Capital

11. A transfer, or recognition of ownership, under the Final Agreement, of Sliammon Capital will not be taxable.

12. For the purposes of paragraph 11, an amount paid to a person enrolled under the Final Agreement will be deemed to be a transfer of Sliammon Capital under the Final Agreement if the payment:

   a) reasonably can be considered to be a distribution of a Capital Transfer received by Sliammon; and

   b) becomes payable to a person enrolled under the Final Agreement within 90 days, and is paid to that person within 270 days, after Sliammon receives the Capital Transfer.

13. For purposes of the *Income Tax Act* and the *Income Tax Act (British Columbia)*, Sliammon Capital transferred to, or recognized as owned by, Sliammon under the Final Agreement will be deemed to have been acquired by Sliammon on the latest of the Effective Date, the date of transfer or the date of recognition, at a cost equal to its fair market value on that date.

Taxation Treatment Agreements

14. On the Effective Date, the Parties will enter into a Taxation Treatment Agreement.

15. Canada will recommend to Parliament that the provisions of the Taxation Treatment Agreement be given effect under Federal Law.

16. British Columbia will recommend to the Legislature legislation to give effect to the Taxation Treatment Agreement.

17. Any taxation, tax administration, or taxation treatment agreements negotiated pursuant to paragraphs 4, 6, 7, or 14 will not form part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

Tripartite Tax and Fiscal Working Group

18. In paragraph 17 of the Fiscal Relations Chapter, the Parties have agreed to establish a tripartite tax and fiscal working group to address issues related to tax and fiscal relations during Final Agreement negotiations.

Review

19. The Parties acknowledge that Canada, British Columbia and First Nations representatives may agree upon other approaches to taxation or fiscal relations for general use in negotiations with First Nations in British Columbia. Prior to the Final Agreement, the Parties will review the Taxation and Fiscal Relations Chapters to determine whether any of those approaches are appropriate for use in the Final Agreement, the Governance Agreement or related agreements.

CHAPTER 18 - ARTIFACTS, ANCIENT HUMAN REMAINS, HERITAGE SITES AND PLACE NAMES

Sliammon Artifacts

1. The Parties recognize the integral role of Sliammon artifacts in the continuation of Sliammon culture, values, and traditions, whether those artifacts are held by Sliammon, the Canadian Museum of Civilization, or the Royal British Columbia Museum.

2. Canada and Sliammon will negotiate and attempt to reach agreement for the sharing of any Sliammon artifacts held by the Canadian Museum of Civilization.

3. British Columbia and Sliammon will negotiate and attempt to reach agreement for the sharing or transfer of any Sliammon artifacts held by the Royal British Columbia Museum.

4. At the request of Sliammon, Canada or British Columbia, respectively, will make reasonable efforts to facilitate Sliammon access to Sliammon artifacts, or other Sliammon heritage materials, in other collections.

Sliammon Ancient Human Remains

5. Subject to Federal and Provincial Laws, any Sliammon ancient human remains removed from Heritage Sites will be returned to Sliammon.

Heritage Sites

6. Sliammon Government may develop processes, comparable to British Columbia processes, to manage Heritage Sites on Sliammon Lands in order to preserve Sliammon and other heritage values associated with those sites from proposed land and resource activities that may affect those sites.

7. British Columbia and Sliammon will negotiate and attempt to reach agreement on a list of key sites of cultural and historic significance outside Sliammon Lands to be protected through provincial heritage site designation or through other measures agreed to by British Columbia and Sliammon.

Place Names

8. Sliammon and British Columbia will negotiate and attempt to reach agreement on a list of key geographic features, set out in the Final Agreement, to be named or renamed in the Sliammon language, subject to provincial requirements.

9. After the Effective Date, Sliammon may propose that British Columbia name or rename other geographic features with Sliammon names, and British Columbia will consider those proposals in accordance with Provincial Laws.

10. At the request of Sliammon, British Columbia will record Sliammon names and historic background information submitted by Sliammon for inclusion in the British Columbia Geographic Names data base for the geographic features that are set out in the Final Agreement, in accordance with provincial policy and procedures.

CHAPTER 19 - DISPUTE RESOLUTION

1. The Final Agreement and the Governance Agreement will set out a dispute resolution process for:

   a) disputes over interpretation, application, implementation, and alleged breaches of the Final Agreement and the Governance Agreement; and

   b) other matters identified in the Final Agreement and the Governance Agreement.

2. The Parties share the following objectives to avoid disputes:

   a) to co-operate and develop respectful working relationships; and

   b) to identify and resolve issues early, efficiently, and in a non-adversarial way.

3. Unless otherwise provided for in the Final Agreement or the Governance Agreement, any disputes that arise among the Parties will progress, until resolved, through the following stages of the dispute resolution process:

   a) informal discussions among the Parties;

   b) formal negotiations among the Parties;

   c) mediation or another non-binding process; and

   d) a binding decision-making process, either by arbitration where agreed to in the Final Agreement or the Governance Agreement, or by court proceedings.

4. Unless otherwise provided for in the Final Agreement or the Governance Agreement, each Party will bear its own costs of participating in the dispute resolution process and the Parties will share common costs.

CHAPTER 20 - ELIGIBILITY AND ENROLMENT

Sliammon Eligibility Criteria

1. An individual will be eligible for enrolment under the Final Agreement if that individual:

   a) is registered on the Sliammon Indian Band list as of the day before the Effective Date;

   b) is of Sliammon ancestry;

   c) was adopted as a child under laws recognized in Canada or by Sliammon custom by an individual eligible for enrolment; or

   d) is a descendant of an individual eligible for enrolment.

2. Notwithstanding paragraph 1(d), where an individual having no aboriginal ancestry became a member of the Sliammon Indian Band prior to April 17, 1985 because of marriage to a Sliammon Indian Band member, and that individual having no aboriginal ancestry subsequently has a child with another individual having no Sliammon ancestry, that child will not be entitled to be enrolled.

3. Enrolment under the Final Agreement will not:

   a) confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any of the rights or benefits under the *Indian Act*; or

   b) except as set out in the Final Agreement, the Governance Agreement, or in any Federal or Provincial Law, impose any obligation on Canada or British Columbia to provide rights or benefits.

Other Land Claims Agreements

4. An individual who is a member of an Indian Band that is a signatory to a treaty, or an individual who is enrolled under another treaty or land claims agreement in Canada, cannot be enrolled under the Final Agreement.

Sliammon Enrolment Committee

5. Sliammon will establish the Sliammon Enrolment Committee to be responsible for the Sliammon enrolment process as set out in the Final Agreement.

6. The Sliammon Enrolment Committee will:

   a) consider and decide each enrolment application based on the eligibility criteria;

   b) maintain an enrolment register;

   c) amend the enrolment register to take into account decisions of the Sliammon Enrolment Appeal Board;

   d) report on the enrolment process to the Parties; and

   e) comply with other requirements as set out in the Final Agreement.

Sliammon Enrolment Appeal Board

7. The Parties will establish the Sliammon Enrolment Appeal Board with equal representation of each of the Parties to be responsible for the enrolment appeal process set out in the Final Agreement.

8. The Sliammon Enrolment Appeal Board will consider and decide appeals from decisions of the Sliammon Enrolment Committee.

9. Decisions of the Sliammon Enrolment Appeal Board are subject to judicial review in the Supreme Court of British Columbia.

Costs

10. Canada and British Columbia will provide an agreed amount of funding for the Sliammon Enrolment Committee and Enrolment Appeal Board.

Transition

11. The Final Agreement will set out the process for Sliammon to assume responsibility for the enrolment process.

CHAPTER 21 - IMPLEMENTATION

General

1. The Parties will, prior to the initialing of the Final Agreement and the Governance Agreement, conclude an implementation plan that will take effect on the Effective Date, and have a term of 10 years.

Implementation Plan

2. The implementation plan will:

   a) identify the obligations in the Final Agreement and the Governance Agreement, the activities to be undertaken to fulfill these obligations, the responsible Party or Parties and when the activities will be completed;

   b) specify how the implementation plan may be amended;

   c) specify how the implementation plan may be renewed or extended; and

   d) address other matters agreed to by the Parties.

3. The implementation plan will not:

   a) form part of the Final Agreement or the Governance Agreement;

   b) be a treaty or land claims agreement;

   c) recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;

   d) create legal obligations;

   e) alter any rights or obligations set out in the Final Agreement or the Governance Agreement;

   f) preclude any Party from asserting that rights or obligations exist under the Final Agreement or the Governance Agreement even though they are not referred to in the implementation plan; and

   g) be used to interpret the Final Agreement or the Governance Agreement.

Implementation Working Group

4. The Parties agree to establish a tripartite implementation working group during Final Agreement and Governance Agreement negotiations which will:

    a) be responsible for the development of an implementation plan prior to the initialing of the Final Agreement and the Governance Agreement; and

    b) be responsible for the development of a list of activities that the Parties must complete by the Effective Date.

Implementation Committee

5. On the Effective Date, the Parties will establish a tripartite implementation committee.

6. The implementation committee will have a term of 10 years which may be renewed or extended upon agreement by the Parties.

7. The Parties will each appoint one representative to the implementation committee.

8. The implementation committee will:

    a) establish its own procedures and operating guidelines;

    b) develop a communications strategy in respect of the implementation and content of the Final Agreement and the Governance Agreement;

    c) provide a forum for the Parties to discuss the implementation of the Final Agreement and the Governance Agreement;

    d) provide for the preparation of annual reports on the implementation of the Final Agreement and the Governance Agreement; and

    e) prior to the expiry of the implementation plan, advise the Parties on the further implementation of the Final Agreement and the Governance Agreement and recommend whether the implementation plan may be renewed or extended.

CHAPTER 22 - APPROVAL OF THE AGREEMENT-IN-PRINCIPLE

1. The chief negotiators for the Parties will recommend approval of this Agreement in writing to their respective principals and a timeframe for carrying out the approval process.

2. Sliammon will have approved this Agreement when it is signed by the Chief of the Sliammon Indian Band or another authorized Sliammon representative after a community approval process.

3. Canada will have approved this Agreement when it is signed by a Minister authorized to do so by the federal Cabinet.

4. British Columbia will have approved this Agreement when it is signed by a Minister authorized to do so by the provincial Cabinet.

CHAPTER 23 - RATIFICATION OF THE FINAL AGREEMENT

General

1. The Final Agreement will be legally binding once ratified by all of the Parties in accordance with the Ratification Chapter of the Final Agreement.

2. The Final Agreement will be submitted to the Parties for ratification as set out in the Final Agreement after it has been initialed by chief negotiators for Canada and British Columbia and negotiators for Sliammon.

Ratification by Sliammon

3. The Parties will establish a Ratification Committee, with equal representation of each of the Parties, to be responsible for the Sliammon ratification process, including preparing a list of eligible voters, as set out in the Final Agreement.

4. An eligible voter will be a person who:

   a) is enrolled under the Eligibility and Enrolment Chapter;

   b) is at least 18 years of age on the day of voting;

   c) is not enrolled in any other land claims agreement; and

   d) meets any other criterion set out in the Final Agreement.

5. Ratification of the Final Agreement by Sliammon requires:

   a) that Sliammon voters have a reasonable opportunity to review the Final Agreement;

   b) a vote, by way of a secret ballot;

   c) that a majority of eligible voters vote in favour of the Final Agreement;

   d) ratification of the Sliammon Constitution through the process set out in the Final Agreement; and

   e) the Final Agreement be signed by the authorized representative of Sliammon.

Ratification by Canada

6. Ratification of the Final Agreement by Canada requires:

   a) that the Final Agreement be signed by a Minister authorized by the federal Cabinet; and

   b) the coming into force of federal legislation giving effect to the Final Agreement.

Ratification by British Columbia

7. Ratification of the Final Agreement by British Columbia requires:

   a) that the Final Agreement be signed by a Minister authorized to do so; and

   b) the coming into force of provincial legislation giving effect to the Final Agreement.

Ratification of the Sliammon Constitution

8. Ratification of the Sliammon Constitution by Sliammon requires:

   a) that Sliammon voters have a reasonable opportunity to review the Sliammon Constitution;

   b) a vote, by way of a secret ballot; and

   c) that a majority of eligible voters vote in favour of adopting the Sliammon Constitution.

CHAPTER 24 - RATIFICATION OF THE GOVERNANCE AGREEMENT

General

1. The Governance Agreement will be legally binding once ratified by all of the Parties in accordance with the Ratification Chapter of the Governance Agreement.

2. The Governance Agreement will be submitted to the Parties for ratification as set out in the Governance Agreement after it has been initialed by chief negotiators for Canada and British Columbia and negotiators for Sliammon.

Ratification by Sliammon

3. The Parties will establish a Ratification Committee as set out in Chapter 23.

4. Ratification of the Governance Agreement by Sliammon requires:

    a) that Sliammon voters have a reasonable opportunity to review the Governance Agreement;

    b) a vote, by way of a secret ballot;

    c) that a majority of eligible voters vote in favour of the Governance Agreement;

    d) ratification of the Sliammon Constitution through the process set out in the Final Agreement; and

    e) the Governance Agreement be signed by the authorized representative of Sliammon.

Ratification by Canada

5. Ratification of the Governance Agreement by Canada requires:

    a) the Governance Agreement be signed by a Minister authorized by the federal Cabinet; and

    b) the coming into force of federal legislation giving effect to the Governance Agreement.

Ratification by British Columbia

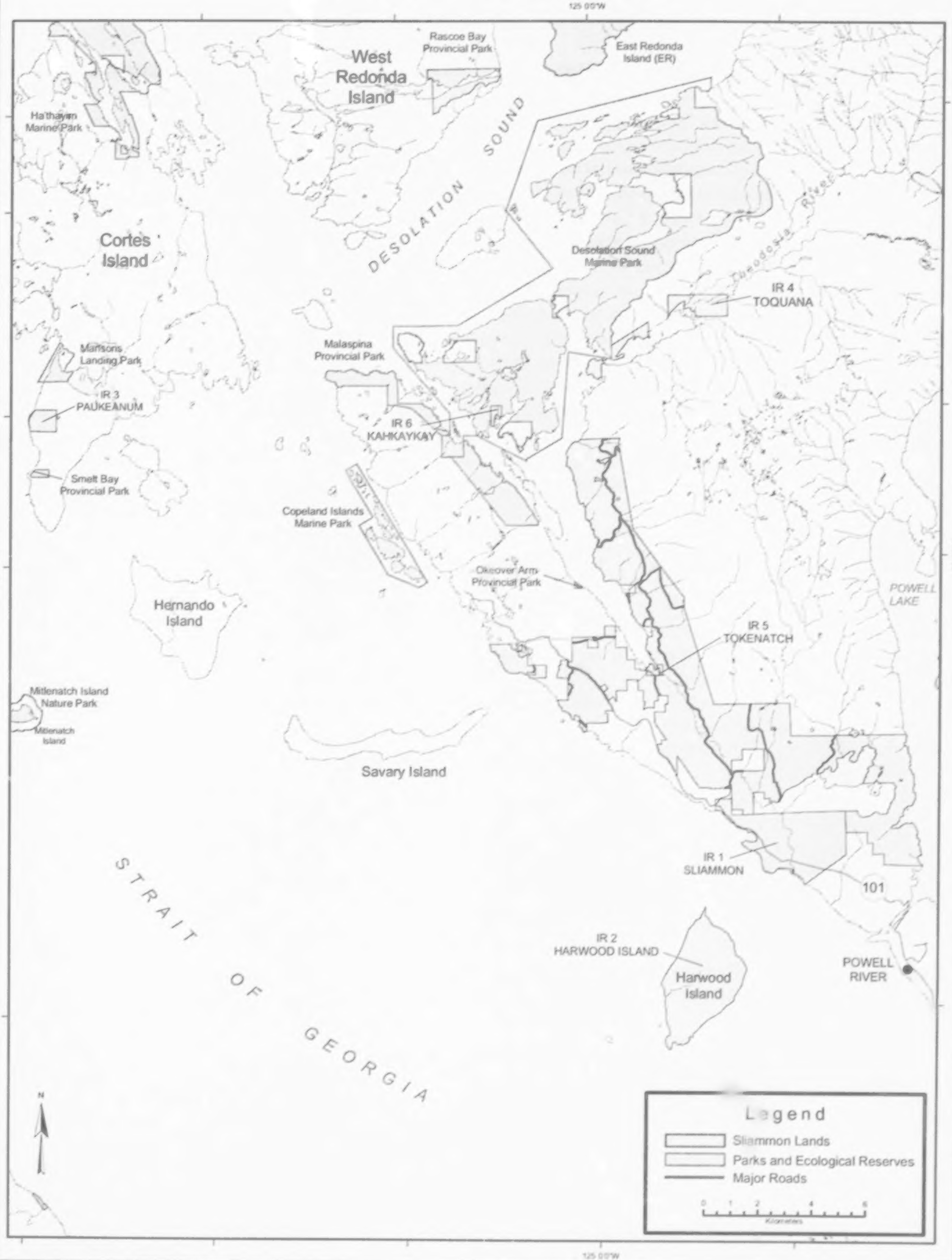
6. Ratification of the Governance Agreement by British Columbia requires:

   a) that the Governance Agreement be signed by a Minister authorized to do so; and

   b) the coming into force of provincial legislation giving effect to the Governance Agreement.

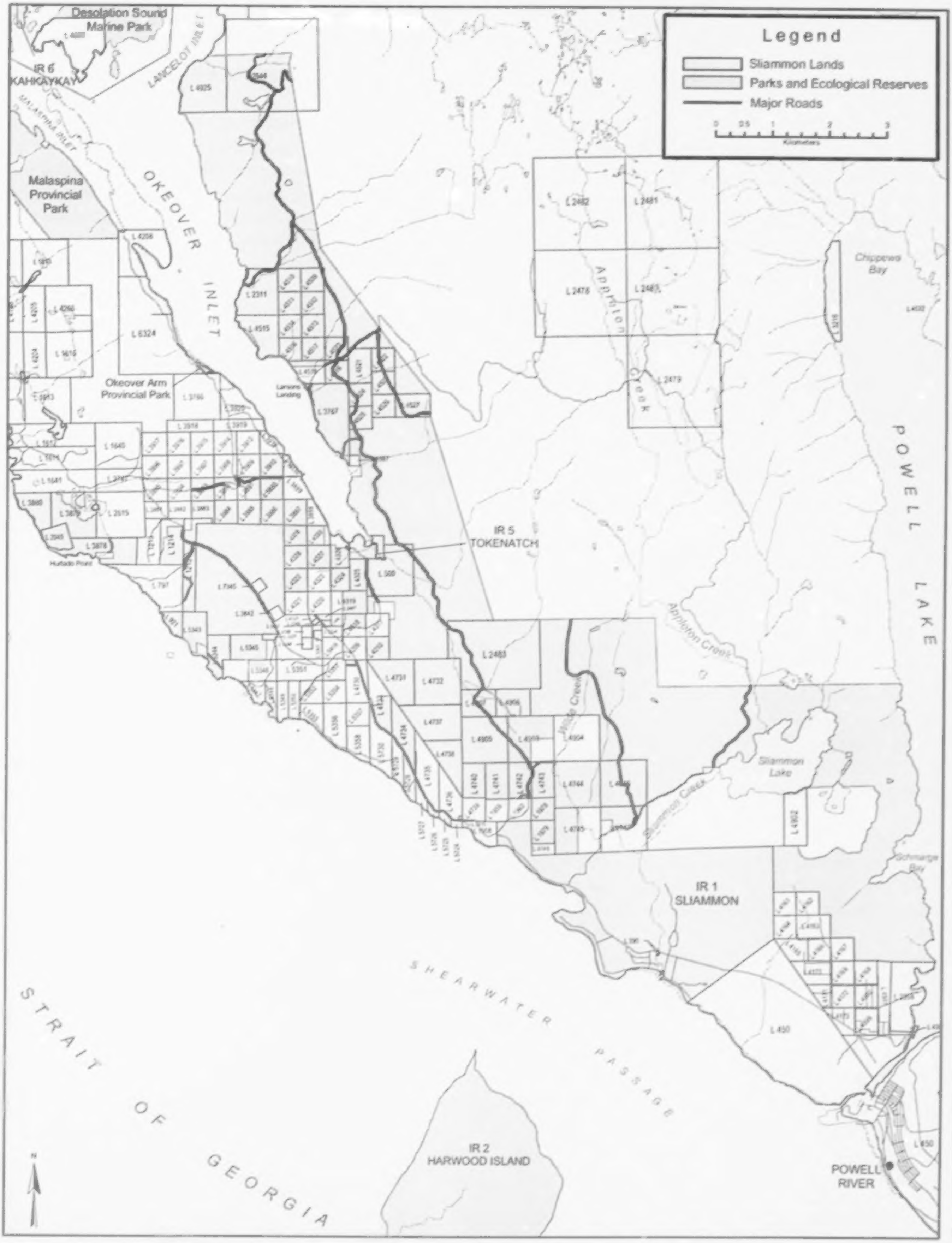
APPENDIX A-1

MAP OF ALL SLIAMMON LANDS


125 00'W
Rascoe Bay Provincial Park
West Redonda Island
East Redonda Island (ER)
Ha'thayim Marine Park
DESOLATION SOUND
Cortes Island
Desolation Sound Marine Park
Theodosia River
IR 4 TOQUANA
Mansons Landing Park
Malaspina Provincial Park
IR 3 PAUKEANUM
IR 6 KAHKAYKAY
Smelt Bay Provincial Park
Copeland Islands Marine Park
Okeover Arm Provincial Park
POWELL LAKE
Hernando Island
IR 5 TOKENATCH
Mitlenatch Island Nature Park
Mitlenatch Island
Savary Island
IR 1 SLIAMMON
101
STRAIT OF GEORGIA
IR 2 HARWOOD ISLAND
Harwood Island
POWELL RIVER
N
Legend
Sliammon Lands
Parks and Ecological Reserves
Major Roads
0 1 2 4 6
Kilometers
125 00'W

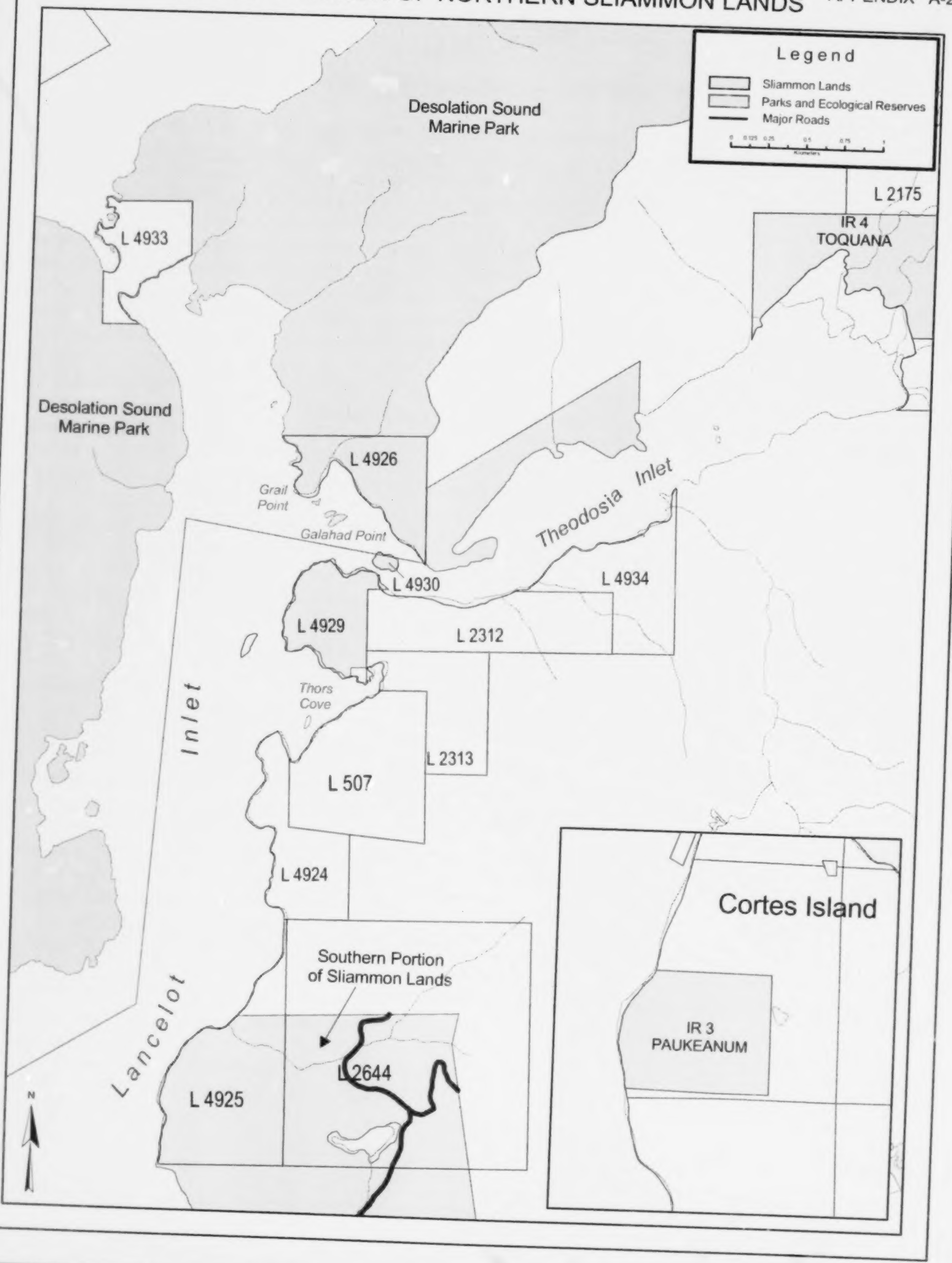
MAP OF PORTION OF SOUTHERN SLIAMMON LANDS

APPENDIX A-2a


Legend
Sliammon Lands
Parks and Ecological Reserves
Major Roads
0
0.5
1
2
3
Kilometers
Desolation Sound Marine Park
IR 6 KAHKAYKAY
LANCELOT INLET
MALASPINA INLET
Malaspina Provincial Park
OKEOVER INLET
Okeover Arm Provincial Park
Lanons Landing
Hurtado Point
IR 5 TOKENATCH
Appleton Creek
Appleton Creek
Wilde Creek
Sliammon Creek
Sliammon Lake
Chippewa Bay
Scharnel Bay
POWELL LAKE
IR 1 SLIAMMON
SHEARWATER PASSAGE
STRAIT OF GEORGIA
IR 2 HARWOOD ISLAND
POWELL RIVER
N
L 4925
L 2311
L 4515
L 6324
L 4208
L 3767
L 3766
L 1640
L 1641
L 3880
L 3878
L 2515
L 797
L 7345
L 3842
L 5345
L 5351
L 560
L 2483
L 4731
L 4732
L 4737
L 4905
L 4904
L 4744
L 4745
L 2482
L 2481
L 2478
L 2480
L 2479
L 4902
L 4527
L 450
L 4032

MAP OF PORTION OF NORTHERN SLIAMMON LANDS

APPENDIX A-2b


Legend
Sliammon Lands
Parks and Ecological Reserves
Major Roads
0 0.125 0.25 0.5 0.75 1
Kilometers
Desolation Sound Marine Park
Desolation Sound Marine Park
L 4933
L 2175
IR 4 TOQUANA
L 4926
Grail Point
Galahad Point
Theodosia Inlet
L 4930
L 4934
L 4929
L 2312
Thors Cove
Inlet
L 2313
L 507
L 4924
Southern Portion of Sliammon Lands
Lancelot
L 2644
L 4925
N
Cortes Island
IR 3 PAUKEANUM

APPENDIX A-3

DESCRIPTION OF SLIAMMON LANDS

1. Sliammon Lands will consist of:

   a) approximately 1,907 hectares of existing Sliammon Indian Reserves, being

   Sliammon I.R. No. 1,
   Harwood Island I.R. No. 2,
   Paukeanum I.R. No. 3,
   Toquana I.R. No. 4,
   Tokenatch I.R. No. 5, and
   Kahkaykay I.R. No. 6

   the surveys of which are based on Canada Lands Survey Records (CLSR) Plan B.C. 32; and

   b) approximately 5,121 hectares of Crown Land, being described as all those parcels or tracts of Crown Land situated in the Province of British Columbia and located within Group 1, New Westminster District lying within the following described boundaries:

   Firstly:

   Commencing at the most northerly northeast corner of Sliammon I.R. No. 1, being also southeast corner of District Lot 1960, Group 1 New Westminster District;

   thence northerly along the easterly boundary of District Lot 1960 to the northeast corner thereof, being also the northeast corner of Plan 22079, a copy of which is held on deposit in the New Westminster (Vancouver) Land Title Office;

   thence westerly along the northerly boundary of the dedicated road as shown on Plans 22079 and LMP 30192, and continuing westerly along the northerly boundary of District Lot 1959 to the easterly boundary of District Lot 4739;

   thence northerly and westerly along the easterly and northerly boundaries of District Lot 4739 to the northeast corner of District Lot 4736;

   thence northwesterly along the northerly boundaries of District Lots 4736 and 4735 to the northeast corner of District Lot 4734;

thence southerly along the easterly boundary of District Lot 4734 to the easterly boundary of Sunshine Coast Highway (No. 101);

thence northwesterly along the easterly boundary of Sunshine Coast Highway (No. 101) to the southerly boundary of Plan 19138;

thence easterly and northerly along the southerly and easterly boundaries of Plan 19138 to the northeast corner of Lot 1 of District Lot 4733, Plan 19138;

thence northwesterly along the northerly prolongation of the easterly boundary of said Lot 1 to the southerly boundary of Block A (Reference Plan 6564) of District Lot 4733;

thence easterly along the southerly boundary of Block A (Reference Plan 6564) of District Lot 4733 to the westerly boundary of District Lot 4731;

thence northwesterly along the westerly boundary of District Lot 4731 to the southwest corner of District Lot 4210;

thence northerly along the westerly boundary of District Lot 4210 to the southwest corner of District Lot 4317;

thence easterly and northerly along the southerly and easterly boundaries of District Lot 4317 to the intersection with the southerly boundary of the Licence of Occupation held under file No. 2400302, with said intersection being approximately 120 metres from the northeast corner of said District Lot 4317;

thence easterly, northerly, westerly, and southerly along the southerly, easterly, northerly and westerly boundaries of said Licence of Occupation held under file No. 2400302 to the northerly boundary of District Lot 4317;

thence westerly and southerly along the northerly and westerly boundaries of District Lot 4317 to the northerly boundary of Plummer Creek Road, shown as a traveled road having a width of 20 metres on Survey Plan of Block B of District Lot 4318;

thence westerly along the northerly boundary of Plummer Creek Road to the easterly boundary of the traveled road shown as passing through Block B from the easterly boundary of District Lot 3134 in a northerly direction to the southerly boundary of District Lot 4319 and having a width of 20 metres;

thence in a general northerly direction along the easterly boundary of said traveled road passing through Block B of District Lot 4318 to the southerly boundary of District Lot 4319;

thence westerly along the southerly boundary of District Lot 4319 to the southeast corner of Block A of District Lot 4319;

thence northerly and westerly along the easterly and northerly boundaries of Block A of District Lot 4319 to the southeast corner of District Lot 4323;

thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of District Lot 4323 to the northeast corner of District Lot 4321;
thence westerly and southerly along the northerly and westerly boundaries of District Lot 4321 to the southwest corner thereof;

thence southwesterly in a straight line to the most easterly corner of District Lot 3842;

thence northwesterly and southwesterly along the northeasterly and northwesterly boundaries of District Lot 3842 to the most westerly corner thereof, and continuing southwesterly along the southwesterly prolongation of the northwesterly boundary of District Lot 3842 to the westerly boundary of Sunshine Coast Highway (No. 101);

thence southeasterly along the westerly boundary of Sunshine Coast Highway (No. 101) to a point thereon, with said point lying due East of the northeast corner of District Lot 3221;

thence due West to the northeast corner of District Lot 3221;

thence westerly and southerly along the northerly and westerly boundaries of District Lot 3221 to the southwest corner thereof;

thence easterly along the southerly boundary of District Lot 3221 a distance of 75 metres;

thence due South to the northerly boundary of District Lot 5346;

thence westerly along the northerly boundary of District Lot 5346, and continuing westerly along the northerly boundary of District Lot 2362 to the northwest corner thereof;

thence southerly along the westerly boundary of District Lot 2362 to the southwest corner thereof, being a point on the northerly natural boundary of Shearwater Passage;

thence in a general northwesterly direction along the northerly natural boundary of Shearwater Passage to the southwest corner of Block A of District Lot 797, Plan 9835, being a point thereon;

thence easterly along the southerly boundary of Block A District Lot 797, Plan 9835, to the southeast corner thereof;

thence northerly along the easterly boundaries of Blocks A and B of District Lot 797, Plan 9835, and continuing northerly along the easterly boundary of the fractional North ½ of District Lot 797 to the northeast corner thereof;

thence westerly along the northerly boundary of District Lot 797 to the most southerly southeast corner of Plan 21092, being a Plan of Subdivision of Block A of District Lot 1213 and of Block D of District Lot 1214;

thence in a general northerly direction following the easterly boundary of Plan 21092 to the northeast corner of Lot 8 of District Lots 1213 and 1214, Plan 21092;

thence easterly in a straight line to the southwest corner of Block A of District Lot 1214, Plan 16605, and continuing easterly along the southerly boundary of said Block A to the southeast corner thereof;

thence southeasterly in a straight line to the southwest corner of Lot 1 of District Lot 1215, Plan 17361;

thence easterly and northerly along the southerly and easterly boundaries of said Lot 1 to the southeast corner of Lot 2 of District Lot 1215, Plan 17361, and continuing northerly along the easterly boundaries of said Lot 2 and the easterly boundary of the dedicated road as shown on Plan 17361 to the southwest corner of District Lot 3883;

thence northerly along the westerly boundaries of District Lots 3883 and 3893 to the northwest corner of District Lot 3893;

thence easterly along the northerly boundaries of District Lots 3893, 3892 and 3891 to the southwest corner of District Lot 3910;

thence northerly and easterly along the westerly and northerly boundaries of District Lot 3910 to the northeast corner thereof; thence southerly along the easterly boundaries of District Lots 3910 and 3890 to the northwest corner of District Lot 3887;

thence easterly and southerly along the northerly and easterly boundaries of District Lot 3887 to the northwest corner of District Lot 4330;

thence easterly along the northerly boundary of District Lot 4330 to the northwest corner of the Easterly 5 Chains of District Lot 4330;

thence southerly along the westerly boundary of the Easterly 5 Chains of District Lot 4330 to the northerly boundary of District Lot 4327;

thence easterly along the northerly boundary of District Lot 4327 and continuing easterly along the southerly boundary of Block A of District Lot 4326, Reference Plan 4268, to the southeast corner of said Block A;

thence southerly a distance of 55 metres, along the westerly boundary of the *Land Act* Reserve No. 71099 held for the Use, Recreation and Enjoyment of the Public under B.C. Lands File No. 0292739;

thence easterly a distance of 213 metres, along the southerly boundary of said Reserve to the westerly boundary of a 20 metre road allowance that runs parallel to the westerly boundary of Tokenatch I.R. No. 5;

thence northerly along the westerly boundary of said road allowance to the southerly natural boundary of Okeover Inlet;

thence easterly along the southerly natural boundary of Okeover Inlet to the northwest corner of Tokenatch I.R. No. 5, being a point on said natural boundary;

thence southerly and easterly along the westerly and southerly boundaries of Tokenatch I.R. No. 5 to the left natural boundary of the former river channel, with said boundary being located approximately 463 metres east of the southwest corner of Tokenatch I.R. No. 5;

thence in a general northerly direction along the left natural boundary of said former river channel to the southerly natural boundary of Okeover Inlet;

thence easterly along the southerly natural boundary of Okeover Inlet to the right natural boundary of the previously described former river channel;

thence in a general southerly direction along the right natural boundary of said former river channel to the southerly boundary of Tokenatch I.R. No. 5;

thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of Tokenatch I.R. No. 5 to the easterly natural boundary of Okeover Inlet;

thence in a general northerly direction along the easterly natural boundary of Okeover Inlet to the southeast corner of District Lot 6192, being a point thereon;

thence due East a distance of 160 metres;

thence due North to a point due East of the southeast corner of District Lot 6987;

thence due West to the southeast corner of District Lot 6987;

thence northerly and westerly along the easterly and northerly boundaries of District Lot 6987, and continuing westerly along the northerly boundary of Block A of District Lot 3767 to the northwest corner thereof, being a point on the easterly natural boundary of Okeover Inlet;

thence in a general northerly direction along the easterly natural boundary of Okeover Inlet to the southwest corner of District Lot 4518, being a point thereon;

thence easterly and northerly along the southerly and easterly boundaries of District Lot 4518 to the southeast corner of Block B of District Lot 4518, Plan 11347;

thence westerly along the southerly boundary of said Block B to the southwest corner thereof, being a point on the easterly natural boundary of Okeover Inlet;

thence in a general northerly direction along the easterly natural boundaries of Okeover and Lancelot Inlets to a point on the easterly natural boundary of Lancelot Inlet 131.7 metres due South and 90.7 metres, more or less, due West of the P. Rock set at the northeast corner of District Lot 6961;

thence due East a distance of 1456.6 metres, more or less, to a point on the easterly boundary of an unnamed road, with said point being set 10 metres from the existing centerline of the road;

thence on a bearing of 193° 30' 00", a distance of 201.7 metres, more or less, to the left natural boundary of the most southerly fork of the unnamed creek (Heron Creek) that flows in a general westerly direction into Okeover Inlet passing through District Lot 4925 (UTM North of 5,544,316 and UTM East of 378,806);

thence southeasterly in a straight line to a point on the left natural boundary of an unnamed creek, with said point being fixed using a UTM East of 379,234 and an approximate UTM North of 5,541110;

thence southeasterly in a straight line to the northeast corner of District Lot 4522;

thence southeasterly in a straight line to the northeast corner of District Lot 4527;

thence southerly along the easterly boundary of District Lot 4527 to the southeast corner thereof;

thence southeasterly in a straight line to a point on the northerly boundary of District Lot 2483 being fixed using a UTM East of 381,998 and an approximate UTM North of 5,534511;

thence easterly in a straight line to a fixed point at UTM coordinates North 5,534444 and East 384,821;

thence due South to a fixed point at UTM coordinates North 5,533240 and East 384,821;

thence due East a distance of 2.21 kilometres, more or less, to the southwesterly natural boundary of the small unnamed lake lying to the north of Sliammon Lake;

thence in a southeasterly and northeasterly direction along the southwesterly and southeasterly boundaries of the natural boundary of said unnamed lake to a point on the southeasterly boundary being fixed using a UTM East of 387,265 and an approximate UTM North of 5,533182;

thence due East to the westerly natural boundary of Powell Lake;

thence in a general southerly direction along the westerly natural boundary of Powell Lake to northeast corner of District Lot 2358, being a point thereon;

thence westerly along the northerly boundaries of District Lots 2358, 4901, and 4168 to the southeast corner of District Lot 4167;

thence northerly and westerly along the easterly and northerly boundaries of District Lot 4167 to the southeast corner of District Lot 4163;

thence northerly and westerly along the easterly and northerly boundaries of District Lot 4163 to the southeast corner of District Lot 4162;

thence northerly along the easterly boundary of District Lot 4162 to the northeast corner thereof;

thence westerly along the northerly boundaries of District Lots 4162 and 4161 to the easterly boundary of Sliammon I.R. No. 1;

thence northerly along the easterly boundary of Sliammon I.R. No. 1 to the most easterly northeast corner thereof;

thence easterly in a straight line to the southwest corner of District Lot 4902;

thence easterly along the southerly boundary of District Lot 4902 a distance of 237 metres, more or less, to the deflection point of the southerly boundary of Woodlot Licence 1672 with said southerly boundary;

thence in a general easterly direction along the southerly boundary of Woodlot Licence 1672 to the height of land separating those streams that flow westerly into Sliammon Lake from those that flow easterly into Powell Lake, being a portion of the westerly boundary of the watershed of Powell Lake;

thence in a general northerly direction along the westerly boundary of the watershed of Powell Lake to a point thereon, with said point lying due East of the northeast corner of District Lot 4902;

thence due West to the easterly natural boundary of Little Sliammon Lake;

thence in a general northerly and southerly direction along the easterly and westerly boundaries of Little Sliammon Lake to a point on said westerly boundary lying due East of the northeast corner of District Lot 4902;

thence due West to the northeast corner of District Lot 4902, being a point on the easterly natural boundary of Sliammon Lake;

thence in a general northerly and southwesterly direction along the easterly, northerly and westerly natural boundaries of Sliammon Lake to the northeast corner of the *Land Act* Reserve No. 54074 held for the Use, Recreation and Enjoyment of the Public under File No. 0203158 (approximate UTM coordinates North 5,531794 and East 385,854);

thence due West a distance of 291 metres;

thence due South to the northerly boundary of F.S.R. 6423.01, with said northerly boundary being fixed at 15 metres from the centreline of the existing road;

thence in a general southwesterly direction along said northerly boundary of F.S.R. 6423.01 and continuing westerly along the northerly boundary of Tomkinson Road to the easterly boundary of Block B of District Lot 4747, Plan 19403;

thence northerly and westerly along the easterly and northerly boundaries of said Block B to the easterly boundary of District Lot 4745;

thence northerly and westerly along the easterly and northerly boundaries of District Lot 4745 to the northeast corner of the West ½ of District Lot 4745;

thence southerly, westerly, and northerly along the easterly, southerly and westerly boundaries of the West ½ of District Lot 4745 to the northeast corner of District Lot 4748;

thence westerly along the northerly boundary of District Lot 4748 to the most westerly portion of the easterly boundary of Sliammon I.R. No. 1;

thence northerly along the most westerly portion of the easterly boundary of Sliammon I.R. No. 1 to the point of commencement,

Excepting thereout from the described area:

- District Lot 4904;
- the Southeast ¼ of District Lot 4903;
- Blocks A to C (inclusive) of District Lot 5343;
- District Lot 7345;
- Ministry of Transportation and Highways Reserve No. 82252 as shown outlined in bold black on the drawing attached to a memorandum dated November 29th, 1992 held on B.C. Lands file No. 2400442 and lying within District Lots 3891 and 3892; and
- the land held under Licences of Occupation related to aquaculture purposes under B.C. Lands file No.s 2404169, 2405778 and 2402555,

Secondly:

Commencing at the southeast corner of District Lot 4926, Group 1, New Westminster District, being a point on the northerly boundary of Theodosia Inlet;

thence northerly along the easterly boundary of District Lot 4926, a distance of 492 metres;

thence on a bearing of 59° 19’ 12”, a distance of 1.63 kilometres;

thence due South to the northerly natural boundary of Theodosia Inlet;

thence in a general southwesterly direction along the northerly natural boundary of Theodosia Inlet to the southeast corner of District Lot 4926, Group 1, New Westminster District, being the point of commencement,

Thirdly:

Commencing at the northwest corner of District Lot 3880, being a point on the easterly natural boundary of the Strait of Georgia;

thence easterly along the northerly boundaries of District Lots 3880 and 3879 to the northwest corner of Block A of District Lot 3879;

thence southerly and easterly along the westerly and southerly boundaries of Block A of District Lot 3879 to the easterly boundary of District Lot 3879;

thence southerly along the easterly boundary of District Lot 3879 to the northerly boundary of District Lot 3878;

thence easterly, southerly and westerly along the northerly, easterly and westerly boundaries of District Lot 3878 to the southwest corner of District Lot 3878, being a point on the easterly natural boundary of the Strait of Georgia;

thence in a general northwesterly direction along the easterly natural boundary of the Strait of Georgia to the northwest corner of District Lot 3880, being the point of commencement,

Excepting thereout from the described area:

- Block A of District Lot 3878,

Fourthly:

District Lots 4929 and 4930, Group 1, New Westminster District,

Excepting thereout from the described area:

- the land held under Licence of Occupation related to aquaculture purposes under B.C. Lands file No. 2402052,

Excepting thereout from all of the above described lands Submerged Lands, and Crown Corridors.

APPENDIX B

INTERESTS ON SLIAMMON LANDS

Interests on Sliammon Lands referred to in paragraph 1 (a) of the Lands Chapter

1. This appendix is pursuant to paragraph 4 of the Lands Chapter and will be finalized prior to Final Agreement.

2. Sliammon Lands referred to in paragraph 1(a) of the Lands Chapter and described in Appendix A-3 will be subject to the legal interests existing on the Effective Date, including the following categories of interests:

    a) residential leases;
    b) commercial leases;
    c) Certificates of Possession or Certificates of Occupation issued under the *Indian Act*;
    d) permits;
    e) licences;
    f) registered charges and other interests registered in the Reserve Land Register; and
    g) other interests.

3. Prior to Final Agreement, Canada and Sliammon will identify all interests by conducting a detailed review of the Reserve Land Register for each Sliammon Indian Reserve set out in paragraph 1(a) of the Lands Chapter and described in paragraph 1(a) of Appendix A-3, and by examining other sources of information including information from individuals. Canada and Sliammon will address issues raised as a result of this review. In accordance with paragraph 4 of the Lands Chapter, Sliammon or Canada may propose new or replacement tenures for the identified interests.

4. The Final Agreement will set out the terms and conditions of road access across Sliammon I.R. No. 1 to District Lot 4748, Group 1, New Westminster District and to Woodlot 1672.

Interests on Sliammon Lands referred to in paragraph 1 (b) of the Lands Chapter

5. Sliammon Lands referred to in paragraph 1 (b) of the Lands Chapter will be subject to the legal interests existing on the Effective Date, including the following interests:

Current Reference	Tenure Type	Purpose	General Location
		Distribution and telecommunication line	Within D.L. 3892, Grp. 1 N.W.D.
File No. 2400311 Document No. 237578	Licence of Occupation	Distribution and Telecommunication	Within Block B of D.L. 4318, Grp. 1 N.W.D.
File No. 2401246 Document No. 238333	Licence of Occupation	Distribution and Telecommunication	Within D.L. 4743, Grp. 1 N.W.D.
File No. 2403141 Document No. 236985	Licence of Occupation	Distribution and Telecommunication	Within D.L. 4742, Grp. 1 N.W.D.
Tenure No. 258361 Full Moon	Mineral Tenure	Mineral Tenure	D.L. 2045, Grp. 1 N.W.D.
Tenure No. 342922 Mary	Mineral Tenure	Mineral Tenure	Vicinity of D.L. 5343, Grp. 1 N.W.D.
Tenure No. 350646 Mary II	Mineral Tenure	Mineral Tenure	Vicinity of D.L. 5345, Grp. 1 N.W.D.
Tenure No. 350647 Mary III	Mineral Tenure	Mineral Tenure	Vicinity of D.L. 5344, Grp. 1 N.W.D.
Tenure No. 351578 Mary IV	Mineral Tenure	Mineral Tenure	West of D.L. 4321, Grp. 1 N.W.D.
Tenure No. 351579 Mary V	Mineral Tenure	Mineral Tenure	West of D.L. 4322, Grp. 1 N.W.D.
Tenure No. 351580 Mary VI	Mineral Tenure	Mineral Tenure	West of D.L. 7345, Grp. 1 N.W.D.
Tenure No. 342923 Bar F	Mineral Tenure	Mineral Tenure	Vicinity of D.L. 5345, Grp. 1 N.W.D.
Tenure No. 350644 Bar F 2	Mineral Tenure	Mineral Tenure	East of D.L. 3221, Grp. 1 N.W.D.
Tenure No. 350645 Bar F 3	Mineral Tenure	Mineral Tenure	Vicinity of D.L. 5345, Grp. 1 N.W.D.
Tenure No. 351581 Bar F 4	Mineral Tenure	Mineral Tenure	Vicinity of D.L. 4321, Grp. 1 N.W.D.
Tenure No. 351582 Bar F 5	Mineral Tenure	Mineral Tenure	Vicinity of D.L. 4322, Grp. 1 N.W.D.
Tenure No. 351583 Bar F 6	Mineral Tenure	Mineral Tenure	Vicinity of D.L. 7345, Grp. 1 N.W.D.
Conditional Water Licence No. 105107 PD66222	Water Licence appurtenant to D.L. 4321, Grp. 1, N.W.D.	Diversion structure and pipe	Grouse Hollow Creek within D.L. 4322, Grp. 1 N.W.D

Conditional Water Licence No. 106261 PD63006	Water Licence appurtenant to area held under BCAL file no. 2403907	Diversion structure, pipe, and sprinkler system	Heron Creek within D.L. 2644, Grp. 1, N.W.D.
Conditional Water Licence No. 106742 PD63006	Water Licence appurtenant to area held under BCAL file no. 2406293	Diversion structure, pipe, and sprinkler system	Heron Creek within D.L. 2644, Grp. 1, N.W.D.
Conditional Water Licence No. 112736 PD73504	Water Licence appurtenant to area held under BCAL file no. 2404169	Diversion structure, penstock, powerhouse, transmission line and ditch	Nina Creek in D.L. 3767 and on adjacent Unsurveyed Crown Land
Conditional Water Licence No. 64499 PD31479	Water Licence appurtenant to area held under Map Reserve No. 86232.	Diversion structure and pipe	Bern Creek within D.L. 2311, Grp. 1 N.W.D.
Conditional Water Licence No. 69953 PD61472	Water Licence appurtenant to area held under Licence of Occupation No. 236884 (formerly L of O No. 233296).	Diversion structure and pipe	Mortifee Creek on Unsurveyed Crown Land
Guide Outfitter Licence GOSU0203	Guide Outfitter Area held under Certificate No. 200592	Guide Outfitter's territory	Tract of land that includes the Pryce Channel, Toba Inlet, Toba River, Homfray Channel, upper Powell River, Theodosia River and Okeover Inlet watersheds
Assistant Guide Licence GASU00006	Assistant Guide Licence	Authorizes licencee to guide for Guide Outfitter holding Certificate No. 200592	Same area as specified in GOSU0203
TR0212T001	Trapline		
TR0212T003	Trapline		
TR0212T005	Trapline		
TR0212T013	Trapline		

TR0212T020	Trapline		

6. Sliammon Lands referred to in paragraph 1 (b) of the Lands Chapter will also be subject to the interests referred to in paragraph 14 of the Lands Chapter, and the existing forestry research plots referred to in paragraph 11 of the Forest Resources Chapter and set out in Appendix E.

APPENDIX C

AQUACULTURE TENURES

1. List of aquaculture tenures referred to in paragraph 11 of the Lands Chapter.

Current Reference	Tenure Type	Description
File No. 2402559 Document No. 236431	Licence of Occupation	3.60 ha being part of the bed of Okeover Inlet
File No. 2404372 Document No. 235478	Licence of Occupation	Part of D.L. 6358, Grp. 1, N.W.D. (2.72 ha)
File No.2406053 Document No. 236021	Licence of Occupation	3.040 ha being part of the bed of Okeover Inlet
File No. 2406311 Document No. 236238	Licence of Occupation	3.550 ha being part of the bed of Okeover Inlet
File No. 2405491 Document No. 922032	Map Reserve	Part of D.L. 6358, Grp. 1, N.W.D. (1.380 ha)
File No. 0333608 Document No. 236462	Licence of Occupation	2.520 ha being part of the bed of Okeover Inlet
File No. 2400639 Document No. 235471	Licence of Occupation	4.194 ha off the westerly 1320 feet of District Lot 2312
File No. 2401247 Document No. Pending (Renewal of 235266)	Licence of Occupation	1.476 ha being part of the bed of Okeover Inlet
File No. 2401843 Document No. 235986	Licence of Occupation	4.856 ha fronting District Lot 4929, Group 1, New Westminster District
File No. 2402464 Document No. 236638	Licence of Occupation	14.4 ha being part of the bed of Okeover Inlet
File No. 2403261 Document No. 236539	Licence of Occupation	12.3 ha being part of the bed of Okeover Inlet

File No. 2405404 Document No. Pending (renewal of 235193)	Licence of Occupation	0.389 ha being part of the bed of Theodosia Inlet

APPENDIX D

DESCRIPTION OF OTHER SLIAMMON LANDS

1. Other Sliammon Lands referred to in paragraph 28 of the Lands Chapter are described as being:

   a) District Lot 5127, Group 1, New Westminster District, comprised of 16.1 hectares; and

   b) 0.2710 hectares of fill as shown on the Survey Plan of District Lot 7067, Group 1, New Westminster District; and

   c) 0.351 hectares of fill as shown on the Survey Plan of District Lot 7806, Group 1, New Westminster District.

2. The lands described in paragraphs 1(b) and (c) are subject to terms and conditions of transfer to be set out in the Final Agreement.

APPENDIX E

EXISTING FORESTRY RESEARCH PLOTS

1. Existing forestry research plots on Sliammon Lands referred to in paragraph 11 of the Forest Resources Chapter:

Growth and Yield Plots		
Plot Descriptor	**Purpose**	**General Location of Site**
Plot 47, Region 32, Compartment 1	monitor Red Alder's natural growth	west of Sunshine Coast Highway and to the north of D.L. 5345, Grp. 1, N.W.D.
Plot 48, Region 32, Compartment 1	monitor Red Alder's natural growth	west of Sunshine Coast Highway and to the north of D.L. 5345, Grp. 1, N.W.D.
Plot 49, Region 32, Compartment 1	monitor Red Alder's natural growth	west of Sunshine Coast Highway and to the north of D.L. 5345, Grp. 1, N.W.D.
Plot 12, *Region 32*, Compartment 2 *(Map Notation 920-2-3-4550, Block 1)*	monitor Douglas Fir growth	in the southerly portion of D.L. 500, Grp. 1 N.W.D. and to the east of Plummer Creek Road
Plot 13, Region 32, Compartment 2 *(Map Notation 920-2-3-4550, Block 1)*	monitor Douglas Fir growth	in the southerly portion of D.L. 500, Grp. 1 N.W.D. and to the east of Plummer Creek Road
Plot 2, Region 32, Compartment 2 *(Map Notation 920-2-3-4542, Block 1)*	monitor natural Douglas Fir stands	location appears to straddle the boundaries of Sliammon Lands
Plot 4, Region 32, Compartment 2 *(Map Notation 920-2-3-4542, Block 1)*	monitor natural Douglas Fir stands	lies to the west of F.S.R. 6423.01 and to the northwest of Sliammon Lake

Brushing Trial		
Plot Descriptor	**Purpose**	**General Location of Site**
Sx93701 *(Map Notation 920-2-1-1505)*	monitor Douglas Fir and Grand Fir plantings in response to Red Alder thinning regimes	runs along the easterly boundary of F.S.R. 6423.02 in the general vicinity of the northeast corner of D.L. 500, Grp. 1, N.W.D.
Experimental Plot		
Plot Descriptor	**Purpose**	**General Location of Site**
EP703, Plots 1 B 14, Installation No. 25 *(Map Notation 920-2-1-1525, Block 1)*	used to determine the effects of thinning and fertilization of Douglas Fir and Western Hemlock	located within portions of D.L.s 4523 to 4526 (inclusive) and on unsurveyed portions of Sliammon Land.

APPENDIX F

CROWN CORRIDORS

1. Crown Corridors referred to in paragraph 1 of the Crown Corridors and Roads Chapter:

Corridors with Provincial Roads

Corridors with Provincial Roads will each have a width of 30 metres, and will be described as being:

a) Road network on the east side of Okeover Inlet including F.S.R. 6423.02, 6423.01, 6423.07, and Boundary Log Dump Road;

b) F.S.R. 6423.01 (west of Sliammon Lake);

c) F.S.R. 6423.10 (east of D.L.4904, Group 1, N.W.D.);

d) Cannery Road;

e) F.S.R. 8136.01;

f) Log Dump Road;

g) Sunshine Coast Highway;

h) Plummer Creek Road;

i) Southview Road;

j) Malaspina Road;

k) Wilde Road; and

l) Thomkinson Road.

Other Crown Corridors

Other Crown Corridors will each have a width of 10 metres and will be described as providing access from:

a) F.S.R. 8136.01 to Block A of D.L.797, Group 1, N.W.D., Plan 9835;

b) F.S.R. 6423.02 to Block A of D.L.6987, Group 1, N.W.D.;

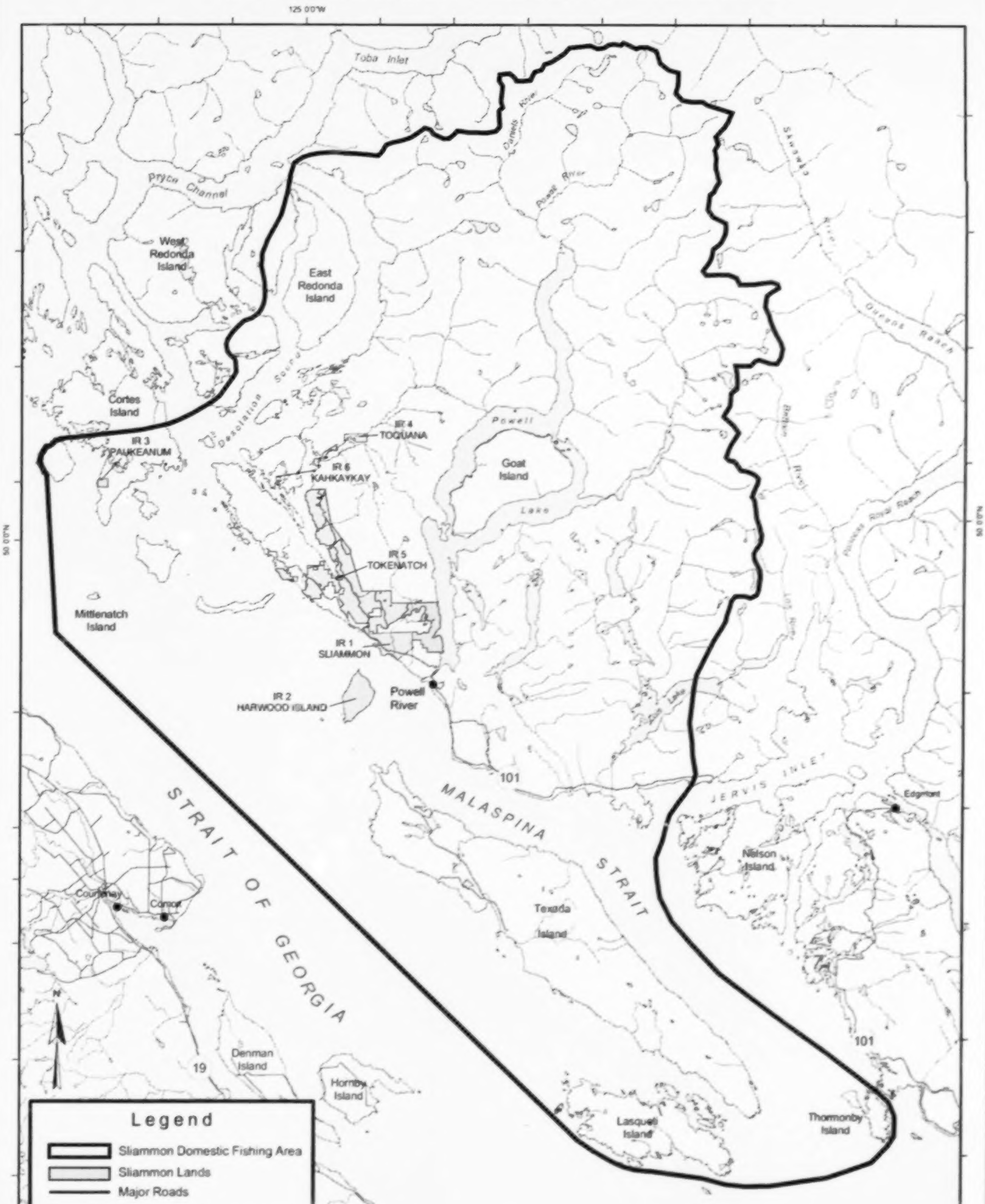
c) D.L.2362, Group 1, N.W.D. to Blocks A to C (inclusive) of D.L.5343, Group 1, N.W.D.;

d) Southview Road to the S.E. 3 of D.L.4903 and D.L.4904, Group 1, N.W.D.;

e) D.L.2615, Group 1, N.W.D. to Block A of D.L.3878, Group 1, N.W.D. across the northerly portion of D.L.3878, Group 1, N.W.D.; and

f) Southview Road to Lot 4 of Lot C of D.L.1960, Group 1, N.W.D., Plan LMP8569.

MAP OF SLIAMMON DOMESTIC FISHING AREA


125 0'0"W
Toba Inlet
Pryce Channel
West Redonda Island
East Redonda Island
Desolation Sound
Cortes Island
IR 3 PAUKEANUM
IR 4 TOQUANA
IR 6 KAHKAYKAY
IR 5 TOKENATCH
IR 1 SLIAMMON
IR 2 HARWOOD ISLAND
Powell Lake
Goat Island
Powell River
Mittlenatch Island
Daniels River
Powell River
Queens Reach
Princess Royal Reach
Jervis Inlet
Edgmont
Nelson Island
MALASPINA STRAIT
STRAIT OF GEORGIA
Texada Island
Lasqueti Island
Thormonby Island
Hornby Island
Denman Island
Courtenay
Comox
Qualicum
101
101
19
50 0'0"N
50 0'0"N
N
Legend
Sliammon Domestic Fishing Area
Sliammon Lands
Major Roads
0 2.5 5 10 15
Kilometers
125 0'0"W

APPENDIX H

DOMESTIC SALMON ALLOCATIONS

Sockeye Salmon

1) In any year, the Sliammon Allocation for Fraser River sockeye is:

   a) when the TCC for Fraser River sockeye salmon is 2.0 million or less, 0.5% of the TCC for Fraser River Sockeye salmon;

   b) when the TCC for Fraser River sockeye salmon is greater than 2.0 million and less than or equal to 6.5 million, 10,000 Fraser River sockeye salmon plus 0.1% of that portion of the TCC for Fraser River sockeye salmon that is greater than 2.0 million and less than or equal to 6.5 million; and

   c) when the TCC for Fraser River sockeye salmon is greater than 6.5 million, 14,500 Fraser River sockeye salmon plus 0.048% of that portion of the TCC for Fraser River sockeye salmon that is greater than 6.5 million.

Chum Salmon

2) In any year, the Sliammon Allocation for chum salmon is:

   a) a number of chum salmon equal to the Available Terminal Harvest for Sliammon River chum salmon when the Available Terminal Harvest does not exceed 7400 chum salmon. When the Available Terminal Harvest for Sliammon River chum salmon exceeds 7400, the Sliammon Allocation will be 7400 plus 25% of that portion of the Available Terminal Harvest of Sliammon River chum salmon that is greater than 7400; and

   b) a number of chum salmon equal to 25% of the Available Terminal Harvest of the chum salmon stocks that originate from a terminal harvest area, other than Sliammon River chum salmon stocks, if the Minister determines there is an Available Terminal Harvest for those stocks.

Chinook Salmon

3) In any year, the Sliammon Allocation for chinook salmon is:

   a) a number of chinook salmon from mixed stock chinook fisheries in the Management Area 15, determined in accordance with paragraph 23 of the Fisheries Chapter; and

b) where the Minister determines that there is an Available Terminal Harvest for chinook salmon that originates from a terminal harvest area a number of chinook salmon equal to 25% of the Available Terminal Harvest for chinook salmon that originate from the terminal harvest area.

Coho Salmon

4) In any year, the Sliammon Allocation for coho salmon is:

a) a number of coho salmon equal to 2.1% of the total amount of coho salmon, as determined by the Minister, harvested by all other mixed-stock coho fisheries in Management Area 15; and

b) any year where the Minister determines there is an Available Terminal Harvest of coho salmon that originates from a terminal harvest area, a number of coho salmon equal to 25% of the Available Terminal Harvest of coho salmon that originates from the terminal harvest area.

Pink Salmon

5) In any year, the Sliammon Allocation for pink salmon is up to 5,000 pink salmon caught incidentally while harvesting other salmon Allocations.

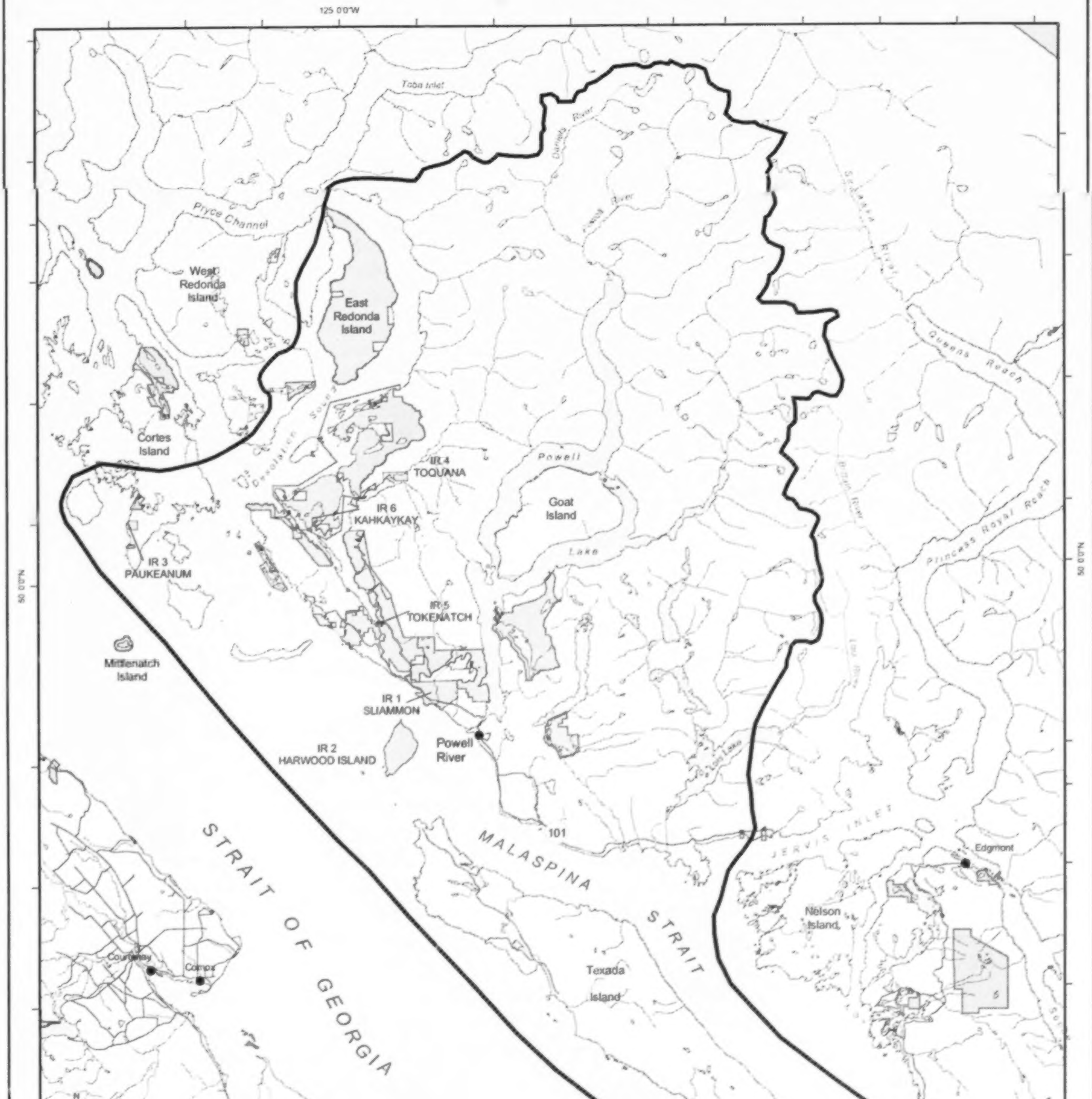
Terminal Harvest Areas

6) Defined terminal harvest areas for chinook, chum and coho salmon will be negotiated by the Parties prior to Final Agreement.

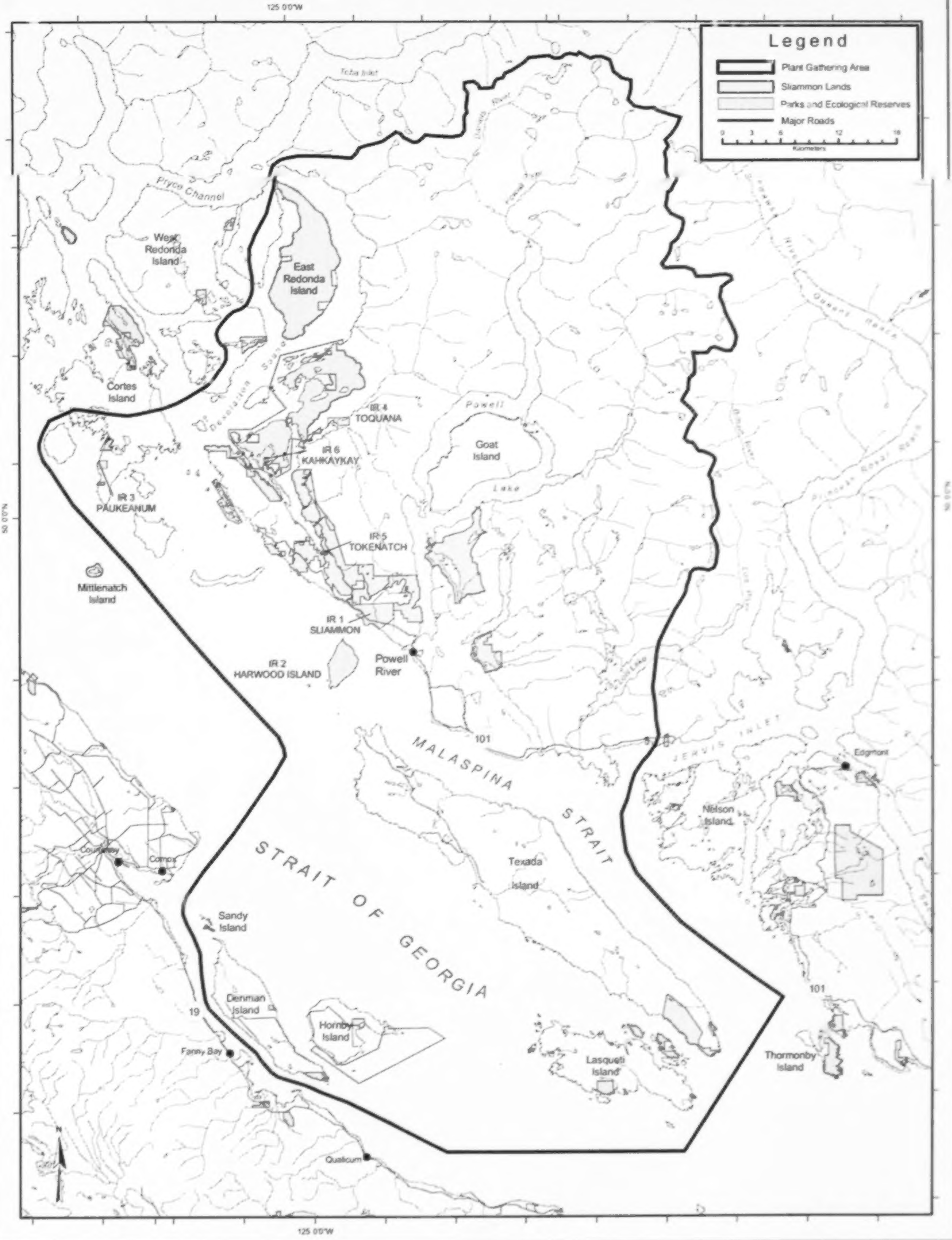
Modification of Formulas

7) Prior to Final Agreement, the Parties may agree to negotiate and modify one or more of the salmon Allocation formulas set out in this Appendix to provide comparable Allocations.

MAP OF WILDLIFE AND MIGRATORY BIRDS HARVEST AREA


125 0'0"W
Toba Inlet
Daniels River
Theodosia River
Pryce Channel
West Redonda Island
East Redonda Island
Desolation Sound
Cortes Island
IR 4 TOQUANA
IR 6 KAHKAYKAY
IR 3 PAUKEANUM
Powell
Goat Island
Lake
IR 5 TOKENATCH
Mitlenatch Island
IR 1 SLIAMMON
IR 2 HARWOOD ISLAND
Powell River
Skwawka River
Queens Reach
Princess Royal Reach
Brittain River
Lois River
Lois Lake
50 0'0"N
101
STRAIT OF GEORGIA
MALASPINA STRAIT
JERVIS INLET
Edgmont
Nelson Island
Texada Island
Courtenay
Comox
19
Denman Island
Hornby Island
Fanny Bay
Lasqueti Island
Thormonby Island
Qualicum
N
Legend
Wildlife and Migratory Birds Harvest Area
Sliammon Lands
Parks and Ecological Reserves
Major Roads
0 2.5 5 10 15
Kilometers

MAP OF PLANT GATHERING AREA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Legend
Plant Gathering Area
Sliammon Lands
Parks and Ecological Reserves
Major Roads
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Cortes Island
Desolation Sound
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IR 3 PAUKEANUM
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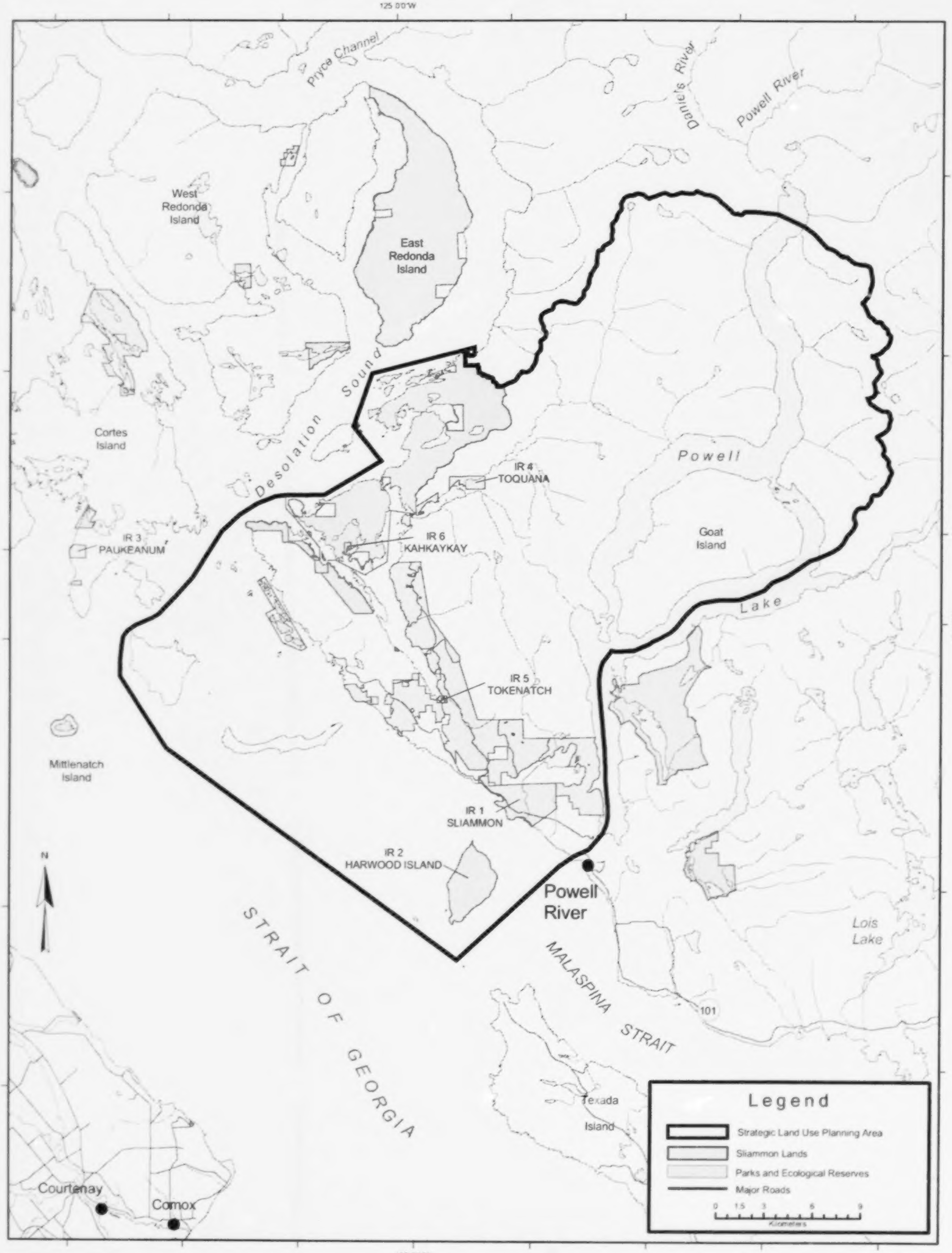
IR 5 TOKENATCH
Mittlenatch Island
IR 1 SLIAMMON
IR 2 HARWOOD ISLAND
Powell River
Powell Lake
Goat Island
101
MALASPINA STRAIT
JERVIS INLET
Egmont
Nelson Island
Texada Island
STRAIT OF GEORGIA
Courtenay
Comox
Sandy Island
Denman Island
Hornby Island
19
Fanny Bay
Lasqueti Island
Thormonby Island
101
Qualicum
N
125 0'0"W

APPENDIX K

MAP OF STRATEGIC LAND USE PLANNING AREA



125 0'0"W
Pryce Channel
Daniel's River
Powell River
West Redonda Island
East Redonda Island
Cortes Island
Desolation Sound
IR 4 TOQUANA
IR 6 KAHKAYKAY
IR 3 PAUKEANUM
Powell
Goat Island
Lake
50 0'0"N
IR 5 TOKENATCH
Mittlenatch Island
IR 1 SLIAMMON
IR 2 HARWOOD ISLAND
N
Powell River
STRAIT OF GEORGIA
MALASPINA STRAIT
Lois Lake
101
Texada Island
Courtenay
Comox
Legend
Strategic Land Use Planning Area
Sliammon Lands
Parks and Ecological Reserves
Major Roads
0 1.5 3 6 9
Kilometers

B.C. Heartlands Economic Strategy: Treaty Negotiations

REVITALIZING THE TREATY PROCESS

The provincial government is committed to revitalizing the treaty process in British Columbia and negotiating workable, affordable treaties that will provide certainty over the ownership and use of Crown land and resources.

Revitalizing the treaty process, to create new opportunities for British Columbians

The Sliammon Agreement-in-Principle is being negotiated by British Columbia, Canada and the Sliammon First Nation through the B.C. Treaty Commission process, launched in 1993.

As part of the provincial government's commitment to revitalizing the treaty process and advancing treaty negotiations with First Nations, a province-wide referendum on provincial treaty negotiation principles was held in April 2002. Over three-quarters of a million British Columbians took the opportunity to participate, and provided a strong public endorsement of the principles to guide provincial negotiators at treaty tables.

Advancing treaty negotiations, to improve certainty

The Sliammon Agreement-in-Principle (AIP), which is now entering the final stages of negotiation, upholds the eight principles for treaty negotiations adopted by British Columbians.

: Duck Lake protected area
Courtesy: B.C. Ministry of Water, Land and Air Protection

BRITISH COLUMBIA

QP # 4500091007

B.C. Heartlands Economic Strategy:
Treaty Negotiations

REVITALIZING THE TREATY PROCESS

Sliammon First Nation Agreement-in-Principle

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BRITISH COLUMBIA

The Sliammon AIP will serve as the foundation for the negotiation of the Final Agreement, and deals with lands, resources, culture, and self-government. The AIP also provides for the parties to negotiate a Governance Agreement between AIP and Final Agreement. The Governance Agreement will not be part of the treaty, and will include other governing authorities over matters such as education, child and family services, solemnization of marriage, and emergency preparedness on treaty lands.

The chief negotiators from all three parties have recommended the AIP for approval by their principals, which are the Sliammon membership, and the federal and provincial cabinets. The AIP is not legally binding and represents broad consensus among the three parties on language and provisions contained in the document.

If ratified by the principals, the AIP will form the basis for negotiating the Final Agreement and the Governance Agreement. Subsequent negotiations will provide the legal definitions of these understandings, leading to a Final Agreement. The parties hope to achieve a Final Agreement as quickly as possible, after which time all three parties would have to ratify the agreements before they would come into force.

Plans to implement the agreements would also be negotiated during Final Agreement negotiations.

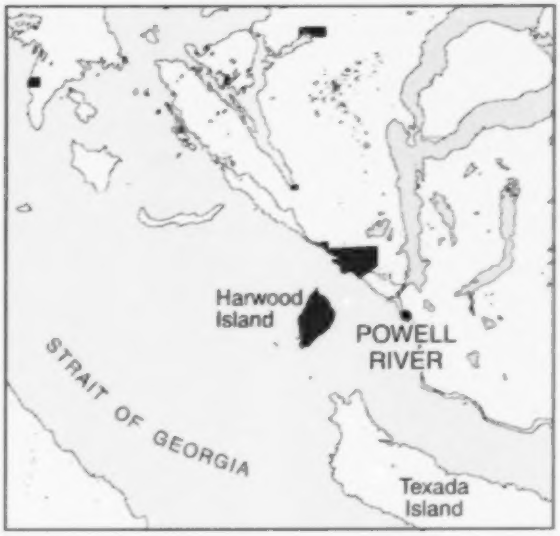
Publicly endorsed referendum principles:

- *Private property should not be expropriated for treaty settlements.*
- *The terms and conditions of leases and licences should be respected; fair compensation for unavoidable disruption of commercial interests should be ensured.*
- *Hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians.*
- *Parks and protected areas should be maintained for the use and benefit of all British Columbians.*
- *Province-wide standards of resource management and environmental protection should continue to apply.*
- *Aboriginal governments should have the characteristics of local government, with powers delegated from Canada and B.C.*
- *Treaties should include mechanisms for harmonizing land-use planning between Aboriginal governments and neighbouring local governments.*
- *The existing tax exemptions for Aboriginal people should be phased out.*

These principles are respected in the Agreement-in-Principle.

Sliammon First Nation

The Sliammon First Nation is a group of 904 Coast Salish peoples whose traditional territory lies in the lands and waters of the northern Gulf of Georgia, including Okeover Inlet, Desolation Sound, Theodosia Inlet, and Harwood Island. The majority of Sliammon members live on Sliammon Reserve No. 1, just north of Powell River.



■ Sliammon Indian Reserves

Building better relationships with First Nations

In B.C., treaty negotiations involve three parties: the provincial government, the federal government, and the First Nation. Each set of negotiations requires give-and-take on all sides. B.C. is prepared to be flexible and creative at the negotiating table, while ensuring each agreement meets the publicly endorsed guiding principles.

Our government is working with First Nations to reinvigorate and advance treaty negotiations across B.C. It is opening a new dialogue that will forge stronger relationships with Aboriginal people and provide them with greater input into decisions that involve their communities. The development of mutual trust and respect on all sides will build the foundation to achieve certainty for both First Nations and British Columbians.

Economic benefits improve the quality of life for First Nations

The government is committed to increasing economic opportunities for First Nations to improve Aboriginal British Columbians' quality of life, both on- and off-reserve. To support this goal, the government has created a $40 million Economic Measures Fund to foster economic development for First Nations communities, create jobs and provide skills development and training. Other initiatives include increasing Aboriginal participation in forestry, tourism, oil and gas and the 2010 Olympic and Paralympic Winter Games. Success in treaty agreements will help create new economic opportunities for all British Columbians.

1. Will my home and property be expropriated for treaty lands?

No. Government will not expropriate private land for treaty settlement purposes.

2. I have a lease on land that may be included in the treaty. Will I be compensated if it is disrupted?

The Province will ensure that the terms and conditions of leases and licences are protected. Should there be an impact on licensees or leaseholders as a result of a treaty settlement, fair compensation will be paid.

3. My family hikes, fishes and hunts in the area. Will we still be able to do this?

Efforts have been made in this agreement to minimize any impact on the public. The public will continue to have access to Crown lands after the treaty. The Sliammon First Nation will provide reasonable opportunities for the public to hunt, fish and engage in other recreational activities on Sliammon treaty lands.

4. Where will the Sliammon's hunting rights apply and will they be required to carry licences?

Sliammon will be able to harvest wildlife and migratory birds within a defined harvest area that will include treaty and non-treaty lands. Sliammon hunters will be required to carry and produce documentation, issued by the Sliammon government, when harvesting in accordance with treaty rights.

5. How will this agreement affect my commercial fishing operation?

A treaty with Sliammon will bring clarity to all commercial fishing operations by modifying the Sliammon's existing undefined fishing rights into clearly defined treaty rights and responsibilities. Provisions in the agreement will contribute to integrated management arrangements and equitable access to fish resources. The provincial interest of an economically viable fishing industry that creates employment will be supported by a treaty with the Sliammon First Nation.

6. Will the public continue to have access to parks after treaty settlement?

Public access to provincial parks will not be affected by the treaty. The agreement provides for the negotiation of agreements, outside treaty, that would enable Sliammon to have a role in park management and park operations in Okeover Park, Desolation Sound Marine Park and other parks in the region.

7. Will resource management and environmental protection continue to meet provincial standards?

Federal and provincial laws, including those related to resource management and environmental protection, will apply to Sliammon members, lands and government. While the Sliammon First Nation will have law-making authority over forest management and environmental protection on treaty land, federal and provincial laws will prevail over Sliammon First Nation laws if there is a conflict.

8. Can the Sliammon First Nation legislate standards on treaty lands that are more stringent than provincial standards?

The Sliammon government will be able to establish and enforce higher standards, such as environmental protection laws, on treaty lands as set out in the Final Agreement.

9. Will the Sliammon government have authorities similar to my local government?

Sliammon government will have authority, much like a local government, over such things as fire protection, public works, traffic and transportation, and business licensing. These law-making authorities will be set out in a Governance Agreement that will not be part of the treaty. The Sliammon government law-making authorities will be put into effect through federal and provincial legislation.

Authorities related to land and resource rights, assets, culture and language will be included in the treaty. These will ensure long-term preservation of Sliammon assets and cultural identity while providing greater certainty over land and resource ownership and management.

10. Will the Canadian Charter of Rights and Freedoms and the Criminal Code apply on Sliammon treaty lands?

The Canadian Charter of Rights and Freedoms and the Criminal Code will apply to Sliammon treaty lands, Sliammon government and Sliammon members.

11. Will Sliammon continue to have tax exemptions?

Following a transition period, Sliammon citizens will no longer be exempt from taxation. The Sliammon government will receive taxation treatment similar to local governments.

12. Will Sliammon government have taxation powers?

Sliammon government will have direct taxation powers over its own citizens on treaty lands. The agreement also provides Sliammon the opportunity to enter into negotiations with Canada and B.C. regarding taxation of other persons on treaty lands.

13. Will there be a patchwork quilt of land-use plans after the agreement is finalized?

No. The agreement provides the opportunity for the Sliammon to join the Regional District of Powell River, to enter into agreements with local and regional governments with respect to the provision of specific services, and to coordinate activities and proposed land-use plans with local and regional governments within their respective areas of responsibility.

14. What opportunities will the public have to learn about the AIP?

Numerous public meetings have been held since the Sliammon negotiations began in 1994. Open houses, public meetings and other community events provide opportunities for the public to learn about negotiations with the Sliammon First Nation. The Sliammon AIP and summary are available on the Internet at www.bctreaty.net

If the AIP is ratified, public meetings with interested citizens and groups will continue through Final Agreement negotiations. Events open to the public will be advertised in the local media.

15. How will this agreement benefit me and my community?

The agreement with Sliammon will increase certainty over the lands and resources on the Sunshine Coast. It will clearly define the rights and responsibilities of the First Nation. It will provide opportunity for economic development and help build a prosperous, vibrant community for Aboriginals and non-Aboriginals alike.

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B.C. Heartlands Economic Strategy:
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Sliammon First Nation Agreement-in-Principle Intergovernmental Relations

Building relations with local governments

All parties agree that relations between the Sliammon First Nation and local governments play a critical role in creating and sustaining a workable treaty. The Sliammon First Nation and local and regional governments are committed to working co-operatively and collaboratively.

Between AIP and Final Agreement, a Governance Agreement will be negotiated. Provisions in the Governance Agreement will set out matters involving the respective roles of local governments and the Sliammon First Nation. These will include:

- the relationship that the Sliammon government will have with the Powell River Regional District and the Corporation of the District of Powell River on the delivery of and payment for services;
- provisions to co-ordinate activities between governments in common areas of responsibility;
- the participation of the Sliammon government and representation for residents on Sliammon treaty lands in the Powell River Regional District; and
- opportunities to co-ordinate official community plans for Sliammon treaty lands with local government land-use plans.

Through efforts outside the treaty process, the Corporation of the District of Powell River and Sliammon signed a Community Accord in May 2003. The objective of the accord is to bring the First Nation and the municipality together to plan for the future and work co-operatively for the common good of their respective communities. The Community Accord is based on several guiding principles, including recognition of diverse backgrounds, building relations based on mutual respect and recognition, and maintaining a positive and open dialogue. The accord also includes a dispute resolution process and a means to amend the document.

Frequently Asked Questions

1) **How many local and regional governments are affected by the Sliammon treaty negotiations?**

   The Sliammon First Nation's asserted traditional territory falls within the Corporation of the District of Powell River and the Regional District of Powell River.

2) **Are local and regional governments involved in treaty negotiations with the Sliammon First Nation?**

   Yes. Provincial negotiators work closely with local and regional governments to address their interests on a wide range of issues, including land-use planning and servicing. Regular meetings have been held with local and regional government representatives over the years. Local and regional government representatives will continue to participate as members of the provincial negotiating team during Final Agreement negotiations.

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3) **Will the Sliammon First Nation pay for services they receive from the local or regional governments?**

The AIP provides for the negotiation of a Governance Agreement. The Governance Agreement will address matters such as the cost and delivery of services that the Sliammon First Nation may receive from local or regional governments.

4) **Will the Sliammon First Nation become a member of the Regional District of Powell River?**

Details with respect to the Sliammon First Nation's participation on the Regional District of Powell River will be negotiated as part of the Governance Agreement. It is the intention of the parties that the Sliammon government may participate on the board of the Powell River Regional District as a government and in accordance with provincial legislation.

5) **When will the Sliammon First Nation join the Regional District of Powell River?**

This would occur on the effective date of the Final Agreement and the Governance Agreement. The means by which this will occur will be the subject of further discussions between the parties and the Regional District prior to Final Agreement.

6) **Will the Sliammon First Nation co-ordinate land-use planning with local and regional governments?**

The AIP provides for the Sliammon First Nation to discuss opportunities to develop and co-ordinate land-use planning with the Corporation of the District of Powell River and the Regional District of Powell River. It also provides for the Sliammon government and local and regional governments to enter into agreements to co-ordinate activities in common areas of responsibility. These ongoing relationships will be governed by agreements and processes established under the Governance Agreement and the Community Accord.

7) **Will the Sliammon First Nation pay property taxes for local services such as fire protection and garbage disposal?**

These types of details have yet to be negotiated. It is expected that the Sliammon First Nation will pay for services provided, which will be set out in separate agreements with local and regional governments.

8) **What is the nature and scope of the Governance Agreement?**

The AIP provides for a Governance Agreement to be negotiated and concluded at the same time as the Final Agreement. The Governance Agreement will not be constitutionally protected. It will set out the nature and scope of the law-making authorities of the Sliammon First Nation government. These may include matters such as education, child and family services, health services, administration of justice, business licensing, emergency preparedness, solemnization of marriage and traffic and transportation. The authorities will not include criminal law or criminal procedures. Authorities related to land and resource rights will be set out in the Final Agreement.

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B.C. Heartlands Economic Strategy:
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Sliammon First Nation Agreement-in-Principle Provincial Parks and Recreation

Protecting B.C.'s Parks and Protected Areas

British Columbia's provincial parks are a rich natural resource, and the Province is committed to ensuring parks are maintained for the benefit of all British Columbians. Parks and protected areas require careful management in order to protect biodiversity and ecological values, and to ensure harmony among environmental, social and economic interests.

The government of British Columbia seeks to negotiate treaties that:

- ensure provincial parks and protected areas are maintained for the benefit of all British Columbians;
- ensure recreational opportunities in parks continue for all British Columbians; and
- clarify rights, responsibilities and jurisdiction with respect to parks and parks management.

Parks Management

The Sliammon First Nation is committed to working together with the Province and local recreational groups to preserve and enhance parks and protected areas. The First Nation also values the importance of tourism and recreational opportunities in the region.

Prior to Final Agreement, British Columbia and the Sliammon First Nation will negotiate arrangements with respect to Sliammon participation in the management of Okeover Park, Malaspina Park and Desolation Sound Marine Park.

Desolation Sound Marine Park borders a Sliammon reserve. The park is significant to the Sliammon people because many of their heritage sites are in the area. The Sliammon First Nation supported the creation of Malaspina Park on the understanding that Sliammon members would be able to continue to carry out traditional activities such as hunting and gathering in the park.

The courts have recognized the rights of First Nations to carry out these activities in parks, limited by measures necessary for conservation, public health or public safety. Under the terms of the AIP, the Sliammon First Nation and British Columbia will negotiate arrangements to ensure that Sliammon members' activities are compatible with other park values and activities. Sliammon activities will be built into provincial park management plans.

The Sliammon First Nation's participation in parks management will broaden visitors' understanding of the history and culture in the region.

Sunshine Coast Trail

The 180-kilometre Sunshine Coast Trail is a significant recreational asset that stretches along the upper Sunshine Coast in the Powell River region and crosses proposed Sliammon treaty lands.

The Sliammon First Nation and local residents recognize the Sunshine Coast Trail as a great attraction for outdoor enthusiasts. The Sliammon First Nation is preparing to take a very active role in local tourism initiatives and has formed a tourism group to work with local community groups on a variety of matters, including the Sunshine Coast Trail. Provisions in the Final Agreement will ensure continued public access to the trail.

British Columbia

Commercial Recreation Tenure

The Sliammon First Nation will seek a commercial recreation tenure through the treaty to build economic development opportunities and attract visitors to the region. Details of the tenure have not yet been negotiated. Before Final Agreement, Sliammon and British Columbia will develop a management plan that will: establish recreational activities; reflect environmental values in the defined area; and set out the boundaries of the operating area.

Frequently Asked Questions

1) **Who will retain overriding authority over provincial parks and protected areas?**

   The Minister of Water, Land and Air Protection retains full responsibility for managing and conserving provincial parks and protected areas.

2) **Will a treaty allow Sliammon members unlimited access to carry out traditional activities in parks?**

   Sliammon members' activities in parks, such as hunting, fishing and gathering, will be built into park management plans. These plans will balance Sliammon members' access with park values and access for other users. In addition, the AIP sets out that the Sliammon First Nation's right to hunt, fish and gather plants will be limited by measures necessary for conservation, public health and public safety. Provincial and federal ministers will retain full authority for the management and conservation of these resources and their habitat.

3) **What is a park management plan?**

   A park management plan sets out the objectives for park use and guides provincial management of the park for the future. It will set out the Sliammon First Nation's involvement and participation in park planning and management.

4) **Will these agreements create more certainty for park users in the region?**

   A treaty with the Sliammon First Nation will eliminate the uncertainty associated with Aboriginal gathering, hunting and fishing rights. The Sliammon First Nation supports the need for effective management of these resources. The Final Agreement will provide that the Sliammon First Nation may participate in regional management processes set up by the provincial or federal governments, including park management plans. Through such processes, all parties can work co-operatively for the benefit of all British Columbians.

5) **Will a treaty help to protect and conserve parks and protected areas in the area?**

   The Sliammon First Nation shares the commitment of local park users to sustaining parks and protected areas in the region. No parks or protected areas will be removed from the area. Building Sliammon community involvement into park management processes will contribute to improved relations with other users and consolidate local commitment to conserve and protect parks.

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B.C. Heartlands Economic Strategy:
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Sliammon First Nation Agreement-in-Principle Treaty Information

Certainty for British Columbians

The provincial government is committed to negotiating workable, affordable treaty settlements that provide certainty and equality. By resolving Aboriginal claims, treaties will reduce the need for expensive litigation and create certainty over the ownership and use of Crown land. Modern-day treaties will contribute to overall economic growth throughout British Columbia.

Agreements-in-Principle

Agreements-in-Principle (AIPs) are the fourth step in a six-step treaty process. The AIP reflects British Columbia's publicly endorsed principles that guide provincial negotiations with First Nations and Canada. A Final Agreement with the Sliammon First Nation will clearly define the rights and obligations of the First Nation in a way that is consistent with B.C.'s guiding principles.

The treaty package as outlined in the AIP includes land, capital and resources. Canada and British Columbia will share the costs of the treaty package. British Columbia contributes mainly Crown land and Canada contributes mainly cash.

The Sliammon First Nation Agreement-in-Principle

The Sliammon First Nation, which entered the treaty process in 1994, is a group of 904 Coast Salish peoples whose traditional territory encompasses the lands and waters of the northern Gulf of Georgia. The main Sliammon community lies just north of Powell River. The First Nation is strongly committed to economic development and business enterprise.

A treaty with the Sliammon First Nation will:

- clearly define the rights and obligations of the Sliammon First Nation in a way that is consistent with B.C.'s publicly endorsed principles for treaty negotiations;
- stimulate regional economic growth that will benefit all British Columbians;
- provide certainty on lands and resources, which will improve the investment climate in the Powell River region;

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- increase Sliammon participation in the regional economy;
- reduce the Sliammon First Nation's reliance on government transfers and, following a transition period, phase out tax exemptions; and
- provide agreement on self-government and co-operative local government relations.

Land

The land component of the Sliammon AIP includes 1,907 hectares (4,712 acres) of existing Indian reserves and 6,000 hectares (14,826 acres) of provincial Crown land, including about 900 hectares (2,224 acres) that will be negotiated between AIP and Final Agreement. The land package upholds B.C.'s negotiating principle that ***private property should not be expropriated for treaty settlements.***

B.C.'s publicly endorsed negotiating principle that ***treaties should include mechanisms for harmonizing land-use planning between Aboriginal governments and neighbouring local governments*** is reflected in this AIP.

- Prior to a Final Agreement, the parties may negotiate Sliammon participation as a government on the Board of the Regional District of Powell River.
- The AIP also contains provisions for the Sliammon government to work with the Regional District and the Corporation of the District of Powell River in areas of common interest, including land-use planning and servicing arrangements.

Sliammon Indian reserves will become treaty lands that the First Nation will own in fee simple. Fee simple ownership provides the First Nation with flexibility to manage its lands and generate long-term economic benefits. The agreement has been negotiated in order to minimize impacts on third parties. Fair compensation for unavoidable disruption of commercial interest will be ensured. This is in accordance with the negotiating principle that ***the terms and conditions of leases and licences should be respected; fair compensation for unavoidable disruption of commercial interests should be ensured.***

Capital Transfer

The federal government will provide $26 million to the Sliammon First Nation. The funds will assist the Sliammon in developing business capacity and economic opportunities, providing a solid economic foundation for the First Nation. The money will be spent locally, which will also help bolster the local economy.

Forestry

B.C.'s negotiating principle that ***province-wide standards of resource management and environmental protection should continue to apply*** is reflected in the forestry chapter of this AIP. The Sliammon First Nation will be able to make laws with respect to forest management, but these laws must be consistent with provincial standards. In addition, British Columbia is prepared to directly award the Sliammon First Nation a forest tenure of 50,000 cubic metres. The forest tenure will be outside the treaty and will operate under provincial legislation. This opportunity will help the Sliammon community by providing jobs and a means to develop their economy.

Wildlife and Migratory Birds

The AIP respects the provincial negotiating principle that ***hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians.*** The public will still be able to hunt and fish in the Powell River area. The Sliammon First Nation will be able to harvest wildlife and migratory birds within a defined harvest area that will include treaty and non-treaty lands. Hunting will be carried out in accordance with a wildlife management plan approved by the provincial Minister of Water, Land and Air Protection. Sliammon hunters will be required to carry Sliammon documentation that meets the criteria set out in the treaty.

The Supreme Court of Canada has confirmed that Aboriginal people have a constitutional right to hunt and fish for domestic purposes – but this right is not clearly defined. A Final Agreement with the Sliammon will provide certainty for the long-term diversity and abundance of wildlife and ensure the Province's continued ability to use, manage and conserve these resources for all British Columbians.

Fisheries

The Sliammon First Nation will receive a domestic allocation of fish for food, social and ceremonial purposes, and these fish may not be sold. The treaty will identify allocations for sockeye, chum, coho and pink salmon and some non-salmon species.

The federal and provincial ministers will retain authority for managing and conserving fish, aquatic plants and fish habitat. The Sliammon First Nation will develop an annual fishing plan and participate in fisheries management through a joint fisheries management committee.

The AIP provides for the Sliammon First Nation and the federal Department of Fisheries and Oceans to negotiate a harvest agreement outside the treaty for commercial fishing opportunities. Commercial allocations will have the same priority as other commercial fisheries in management decisions made by the federal Minister of Fisheries and Oceans.

The Province supports treaty arrangements that reflect the following objectives:

- a fishery that is accessible to all British Columbians;
- equitable fishing arrangements for all participants;
- an overall vision of the fishery that informs all management decisions and specific treaty negotiations; and
- an integrated and effective management regime across all sectors that is capable of ensuring the sustainability of the resource and economic viability of the industry.

Environmental Protection and Parks

B.C.'s negotiating principle specifies that ***parks and protected areas should be maintained for the use and benefit of all British Columbians.*** The AIP ensures that province-wide standards of resource management and environmental protection will continue to apply. It provides for the negotiation of arrangements, prior to the Final Agreement, which would enable the Sliammon to participate in the management of Desolation Sound Marine Park, Malaspina Park and Okeover Park. In addition, the Sliammon First Nation will be able to make environmental protection laws on its lands.

Culture and Heritage

In the past, no established process existed for the Sliammon First Nation or other First Nations to reclaim artifacts and ancient human remains. The AIP provides a process of reconciliation that respects the First Nation's heritage and will eliminate the need for potentially expensive legal action for the Sliammon First Nation or the Province.

Governance

A separate Governance Agreement will set out a range of governing authorities for the Sliammon First Nation. In keeping with the intent of B.C.'s negotiating principle that ***Aboriginal governments should have the characteristics of local government, with powers delegated from Canada and B.C.***, Sliammon will have a democratically elected government with responsibilities over matters such as land-use planning and development, and traffic regulation on their roads.

Together, the treaty and the Governance Agreement will enable the Sliammon First Nation to control its own affairs, manage its public institutions, administer its collective economic interests and participate effectively in regional planning processes. Sliammon law-making authority will be put into effect through federal and provincial legislation.

Authorities related to land and resource rights, assets, culture and language will be included in the treaty. These will ensure long-term preservation of Sliammon assets and cultural identity while providing greater certainty over land and resource ownership and management. The Sliammon First Nation will be expected to contribute to the costs of its own government, and as its economy grows over time, this will reduce the Sliammon First Nation's reliance on federal and provincial funding.

Taxation

After a transition period, Sliammon members will have to pay taxes like all British Columbians. This is in step with the provincial principle that ***the existing tax exemptions for Aboriginal people should be phased out***. The Sliammon First Nation will have law-making authority for direct taxation of Sliammon citizens on treaty lands and, upon agreement with Canada or British Columbia, over non-members on treaty lands. Transitional provisions will address the fact that the Indian Act, including the Section 87 tax exemption, will no longer apply.

The agreement with the Sliammon First Nation will create certainty over the lands and resources in the Powell River area. It will clearly define the rights and responsibilities of the First Nation. It will provide opportunity for economic development and help build a prosperous, vibrant community for Aboriginals and non-Aboriginals alike.

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